

**STANDARD GENERAL
MEDICAL SERVICES
CONTRACT 2020/2021**

Practice Name

**MADE UNDER SECTION 31
OF THE NATIONAL HEALTH
SERVICE ACT 2001**

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THIS CONTRACT is made on the 1st April 2020
BETWEEN

- (1) The Department of Health and Social Care (called "the Department") and
- (2) The contractor(s) whose name(s) appear(s) at Schedule 1 to this Contract (called "the Contractor")

BACKGROUND

- A The Department is a statutory body. It is the duty of the Department to exercise its powers so as to provide or secure the provision of primary medical services within the Isle of Man.
- B In order to achieve this object, the Department is empowered by section 31 of the National Health Service Act 2001, to enter into a general medical services contract with specified categories of person.
- C The Contractor falls within one of the specified categories of person.
- D The Department and the Contractor wish to enter into a general medical services contract under which the Contractor is to provide primary medical services and other services in accordance with the provisions of this Contract.

1 PART 1

1.1 DEFINITIONS AND INTERPRETATION

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

"the Act or 2001 Act" means the National Health Service Act 2001;

"accountable GP" means a *general medical practitioner* assigned to a *registered patient* in accordance with clause 7.7B.1 and 7.9.3

"additional services" means one or more of -

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

"advanced electronic signature" means an electronic signature which is -

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

"appliance" means an appliance which is included in the *Drug Tarriff*

"bank holiday" means a day prescribed under the Bank Holidays Act 1989 as a bank holiday;

"batch issue" means a form provided by the Department which:

- a) is issued by a *repeatable prescriber* at the same time as a *non-electronic repeatable prescription* to enable a *chemist* to receive payment for the provision of *repeat dispensing services;*
- 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 sub clause (d);

"CCT" means certificate of completion of training awarded under section 34L(1) of the Medical Act 1983 (of Parliament) 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;

"cervical screening services" means the services described in clause 9.2.2;

"the Charges Regulations" means the National Health Service (Charges for Drugs and Appliances) Regulations 2004;

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

"chemist" means:

- a) a person included on the list of persons undertaking to provide general pharmaceutical services in the Island, maintained by the Department under section 9 of the Act. or
- b) a supplier of appliances,
- c) a person who is included in the list held by the Department

"child" means a person under the age of 16 years;

"child health surveillance services" means the services described in clause 9.6.2;

"childhood vaccinations and immunisations" means the services described in clauses 9.5.1 to 9.5.1(d);

"chiroprapist or podiatrist independent prescriber" means a person:

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

"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 patient attendance and treatment at *practice premises* including referrals made by letter or by any other means;

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

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

"contraceptive services" means the services described in clause 9.3;

"Contract" means this Contract between the Department and the Contractor named in Schedule 1;

"Contractor's list of patients" means the list prepared and maintained by the Department under clause 13.4.3;

"core hours" means the period beginning at 8.00 am and ending at 6.00 pm on any day from Monday to Friday except Good Friday, Christmas Day or *bank holidays*;

"DSA" means the Data Sharing Agreement entered into between the Commissioner and the Provider on or around the date hereof in the form appended to this Agreement in the Appendix;

"Data Protection Legislation" means the Data Protection Act 2002 and any regulations made thereunder and any successor legislation relating to data protection including the GDPR and LED as it applies to the Isle of Man including but limited to any legislation as applies to the parties as the controller or processor of data (as defined within the Data Protection Legislation) according to such legislation from time to time during the Term of this Contract;

"Department" means the Isle of Man Department of Health and Social Care;

"disease" means a disease included in the list of three-character categories contained in the tenth revision of the International Statistical Classification of Diseases and Related Health Problems (published by the World Health Organisation, a copy of which can be found at: http://who.int/classifications/icd/ICD10Volume2_en_2010.pdf)

"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 the 2001 Act;

"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) of the National Health Service 2006 Act; (of Parliament)

"electronic communication" has the same meaning as in section 15 of the Electronic Transactions Act 2000;

"electronic prescription" means an *electronic prescription form* or an *electronic repeatable prescription*;

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

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

"electronic repeatable prescription" means data created in an electronic form for the purpose of ordering a drug, medicines or appliance, which:

- a) is signed with a *prescriber's advanced electronic signature*;
- b) is transmitted as an *electronic communication* to a nominated dispensing contractor by the *Electronic Prescription Service*;
- c) indicates that the drug, medicine or appliance ordered may be provided more than once; and
- d) specifies the number of occasions on which they may be provided;

"electronic signature" means data in electronic form which is attached to or logically associated with other data in electronic form 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*;

"enhanced services" are -

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

"essential services" means the services required to be provided in accordance with clauses 8.1.1 to 8.1.8;

"financial year" means 1st April to 31st March

"friends and family test" means the arrangements that the Contractor is required by the Department to enable its patients to provide anonymous feedback about the patient experience at the Contractor's *practice*;

"GDPR" means the General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"general medical practitioner" means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;

"general medical services contract" has the same definition as 'contract' above

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

"GMS Statement of Financial Entitlements" is the directions given by *the Department*;

"GP Specialty Registrar" means a medical practitioner who is being trained in general practice by a *general medical practitioner* who is approved for the purpose of providing training, whether as part of training leading to a *CCT* or otherwise;

"GPSOC accredited computer system and software" means computer systems and software which have been accredited by the Secretary of State for Health in England or another person in accordance with "General Practice Systems of Choice Level 2"

"GP2GP facility" means the facility provided by the Department to the Contractor's *practice* which enables the electronic health records of a *registered patient* which are held on 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;

"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 Social Services (Northern Ireland) Order 1991 (ancillary services);

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

"health care professional" has the same meaning as the Health Care

Professionals Act 2014 **"health check"** means a consultation undertaken by the Contractor which is of the type which the Contractor is required to undertake at a patient's request under clause 7.9.4(c)

"the health service" means the health service established in pursuance of section 1 of the National Health Service Act 2001;

"health service body" unless the context otherwise requires, has the meaning given to it in section 9(4) of the NHS Act 2006 (of Parliament);

"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;

"independent review body" means the body appointed by the *Department* to hear complaints if they have not been resolved via local resolution.

"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, or
- e) a *child* of whom the *registered patient* is -
 - a. the guardian, or
 - b. the carer duly authorised under the Children and Young Persons Act 2001;or
- f) a grandparent;

"independent nurse prescriber" means a person -

- a) who is either engaged or employed by the Contractor or is a party to the Contract;
- b) who is registered in the *Nursing and Midwifery Register*; and
- c) 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;

"LED" means the Law Enforcement Directive, namely (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA;

"licensing body" means any body that licenses or regulates any profession;

"limited partnership" includes for purpose limited liability companies formed under the Limited Liability Companies Act 1996;

"listed medicines" means the drugs mentioned in the *Drug Tariff*

"listed medicines voucher" means a form provided by the Department for use for the purpose of ordering a *listed medicine*;

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

"Local Medical Committee" means the GP Sub Committee of the Isle of Man Medical Society;

"local pharmaceutical services" means such services that the Department shall provide, in accordance with regulations made under section 8 of the Act;

"maternity medical services" means the services described in clause 9.7.1;

"medical card" means a card issued by the Department to a person for the purpose of enabling him to obtain, or establishing entitlement to receive, *primary medical services*;

"medical officer" means a medical practitioner who is employed, engaged or contracted by the Social Security Division of the Treasury;

"medical performers list" means a list of medical practitioners prepared by the Department, in relation to persons performing *primary medical services*

"medical record" means the medical notes held by the GP

"Medical Register" means the registers kept under section 2 of the Medical Act 1983 (an Act of Parliament);

"minor surgery" means the services described in clause 9.8.1;

"national disqualification" means a decision made by any First-tier Tribunal (in England) to disqualify a practitioner;

"necessary drugs, medicines and appliances" means those drugs, medicines and appliances which the patient requires and for which, in the reasonable opinion of the Contractor, and in the light of the patient's medical condition, it would not be reasonable in all the circumstances for the patient to wait until such time as he could obtain them;

"NHS Contract" has the meaning as defined in 'contract' above

"NHS dispute resolution procedure" means the Isle of Man procedure for the resolution of disputes set out in this Contract

"NHS number" means, in relation to a *registered patient*, the number consisting of ten numeric digits which serves as the national unique identifier used for the purpose of safety, accurately and efficiently sharing information relating to that patient across the whole of the health service;

"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 Digital;

"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 for the purpose of ordering a drug, medicine or appliance which:

- a) is provided by the Department;
- 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 may be provided;

"normal hours" means those days and hours on which and the times on which services under the Contract are normally made available and normal hours may be different for different services. In respect of normal hours for essential services it is expected that the Practice premises will be open with telephone lines open for patients to access from 8am to 6pm Monday to Friday, excepting bank holidays;

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

"Nursing Officer" means a *health care professional* who is registered on the Nursing and Midwifery Register and who is:

- a) employed by the Social Security Division of Treasury, or
- b) provided by an organisation under a contract with the Social Security Division of Treasury;

"occupational therapist" means a *health care professional* who is registered in the part of the register maintained by the Health Professionals Council under article 5 of the Health and Social Work Professionals Order 2001 (establishment and maintenance of register) (of Parliament) relating to occupational therapist who is:

- a) employed or engaged by the Social Security Division of Treasury;
- b) provided by an organisation under a contract entered into with the Social Security Division of Treasury;

"open" in relation to the *Contractor's list of patients*, means open to applications from patients in accordance with clause 13.5;

"optometrist independent prescriber" means a person:

- a) who is registered in the register of optometrists under section 7(a) of the Opticians Act 1996; 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;

"opt out notice" means a notice given under clause 11.1.3 to *permanently opt out* or *temporarily opt out* of the provision of an *additional service*;

"out of hours opt out notice" means a notice given under clause 11.4.2 to opt out permanently of the provisions of *out of hours services (currently reserved)*;

"out of hours period" means -

- a) the period beginning at 6.00 pm on any day from Monday to Thursday and ending at 8.00 am on the following day;
- b) the period between 6.00 pm on Friday and 8.00 am on the following Monday; and
- c) Good Friday, Christmas Day and *bank holidays*
- d) and "part" of an out of hours period means any part of one or more of the periods described in paragraphs (a) to (c);

"out of hours services" means the services required to be provided in all or part of the *out of hours period* which:

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

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

"patient" means -

- a) a *registered patient*;
- b) a *temporary resident*;
- c) persons to whom the Contractor is required to provide immediately necessary treatment under clause 8.1.2(b)(iii) or 8.1.5, and
- d) any other person to whom the Contractor has agreed to provide services under the Contract;

"Patient Group Direction" has the same meaning as in the Prescription Only Medicines (Human Use) Order 2005;

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

"permanent opt out notice" means an *opt out notice* to *permanently opt out*;

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

"pharmacist independent prescriber" means a person:

- a) who is either engaged or employed by the Contractor or is party to the Contract;
- b) who is registered in Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 (establishment 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, 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 Contract; and
- b) registered in Part 9 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 that physiotherapist is qualified to order drugs, medicines and appliances as a physiotherapist independent prescriber;

"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:

- a) employed or engaged by the Social Security Division of the Treasury, or
- b) provided by an organisation under a contract entered into with the Social Security Division of the Treasury;

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

"practice area" means the area referred to in clause 13.2.1 and set out in Schedule 8;

"practice leaflet" means a leaflet drawn up in accordance with clause 16.7.1;

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

"preliminary opt out notice" means a notice given under clause 11.1.1 that the Contractor wishes to *temporarily opt out* or *permanently opt out* of the provision of an *additional service*;

"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 pharmacist independent prescriber*;
- f) *a physiotherapist independent prescriber*;
- g) *a supplementary prescriber*; and
- h) *a therapeutic radiographer independent prescriber*;

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

"prescription form" means -

- a) a form for the purpose of ordering a drug, medicine or appliance which:
 - i) is provided by the Department
 - ii) is issued, or is to be issued, by a *prescriber*, and
 - iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once; or
- b) in the case of an *electronic prescription* to which clause 14.3 (electronic prescriptions) 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 the prescriber's advance electronic signature;
- ii) is transmitted, or is to be transmitted, as an electronic communication to a nominated dispensing contractor 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 section 5(1) of the Medicines Act 2003;

"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 the 2001 Act;
- b) a list of persons undertaking to provide, or assist in the provision of:
 - i) *primary medical services* in accordance with the 2001 Act
 - ii) primary dental services in accordance with the 2001 Act
 - iii) primary ophthalmic services in accordance with the 2001 Act
 - iv) pharmaceutical services in accordance with the regulations made under the 2001 Act; or
- c) a list corresponding to any of the above in England, Wales, Scotland or Northern Ireland;

"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 the provisions the 2001 Act applies;

"registered patient" means -

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

"relevant register" means -

- a) in relation to a nurse, the *Nursing and Midwifery Register*; and
- b) in relation to a pharmacist, the register maintained in pursuance of section Regulation 19 of the Pharmacy Order 2011 (of Parliament) or the register maintained in pursuance of Articles 6 and 9 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) (of Parliament); and
- d) the part of the register maintained by the Health Professionals Council under article 5 of the Health and Social Work Professionals Order 2001 relating to:
 - i) chiropodists and podiatrists;
 - ii) physiotherapists; or
 - iii) radiographers;

"Remission of Charges Regulations" means the National Health Service (Travel Expenses and Remission of Charges) Regulations 2003 (SI 2003/2382);

"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 engaged or employed by the Contractor or who is a party to a Contract in a case where the Contractor provides *repeatable prescribing services* under clause 14.5;

“repeatable prescribing services” means:

- a) a form provided by the Department, 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 used, or is to be 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, 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 dispensing contractor by the Electronic Prescription Service, and
- c) indicates or is to indicate, that the drug, medicine or appliance ordered may be provided more than once and specifies, or is to specify, 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 particular purposes only;

“Scheduled drug” means -

- a) a drug, medicine or other substance specified in any directions given by the Department as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract, or
- b) except where the conditions in clause 14.6.3 are satisfied, a drug, medicine or other substance which is specified in any directions given by *the Department* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes.

“signatory” means a natural person who creates an electronic signature;

“summary information” means demographic details, current medical conditions and current medication;

“supplementary prescriber” means a person who -

- a) who is either engaged or employed by the Contractor or is a party to the Contract;
- b) whose name is registered in -
 - i) the *Nursing and Midwifery Register*;
 - ii) the Register of Pharmaceutical Chemists maintained in pursuance of Part 1 and 4 of the Register of Pharmacy technicians maintained under article 19(2) of the Pharmacy Order 2010 (of Parliament);
 - iii) the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; or
 - iv) the part of the register maintained by the Health Professions Council in pursuance of article 5 of the Health Professions Order 2001 relating to—
 - i (aa) chiropodists and podiatrists;
 - ii (bb) physiotherapists; or
 - iii (cc) radiographers: diagnostic or therapeutic
 - iv (dd) dietitians, or
- a) v) the register of optometrists maintained by the General Optical Council in pursuance of section 7 of the Opticians Act 1989 (An Act of the UK Parliament), and

- b) against whose name is recorded in the relevant register an annotation signifying that the 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;

"supply form" means a form, provided by the Department and completed by or on behalf of the Contractor for the purpose of recording the provision of drugs, medicines or appliances to a patient during the *out of hours period*;

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

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

"temporary opt out notice" means an *opt out notice to temporarily opt out*;

"temporary resident" means a person accepted by the Contractor as a temporary resident under clauses 13.6 and for whom the Contractor's responsibility has not been terminated in accordance with those clauses;

"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 Professionals 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;

1.2 In this Contract unless the context otherwise requires:

1.2.1 Defined terms and phrases appear in italics, except for the terms "patient" and "Contract";

1.2.2 Reserved in relation to a schedule of defined terms referred to in the Pharmaceutical Regulations

1.2.3 Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

1.2.4 Reference to any person may include a reference to any firm, company or corporation.

1.2.5 Reference to "day", "week", "month" or "year" means a calendar day, week, month or year, as appropriate, and reference to a working day means any day except Saturday, Sunday, Good Friday, Christmas Day and any *bank holiday*.

1.2.6 The headings in this Contract are inserted for convenience only and do not affect the construction or interpretation of this Contract.

1.2.7 The schedules to this Contract are and shall be construed as being part of this Contract.

- 1.2.8 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Contract)
- 1.2.9 Reserved for transitional services
- 1.2.10 Any obligation relating to the completion and submission of any form that the Contractor is required to complete and submit to the Department includes the obligation to complete and submit the form in such a format or formats (electronic, paper or otherwise) as the Department may specify.
- 1.2.11 Any obligation on the Contractor to have systems, procedures or controls includes the obligation effectively to operate them.
- 1.2.12 Where this Contract imposes an obligation on the Contractor, the Contractor must comply with it and must take all reasonable steps to ensure that its personnel and contractors comply with it. Similarly, where this Contract imposes an obligation on the Department, the Department must comply with it and must take all reasonable steps to ensure that its personnel and contractors (save for the Contractor) comply with it.
- 1.3 Where there is any dispute as to the interpretation of a particular term in the Contract, the parties shall, so far as is possible, interpret the provisions of the Contract consistently with the European Convention on Human Rights and any other relevant regulations or orders made under *the Act*.
- 1.4 Where the parties have indicated in writing that a clause in the Contract is reserved, that clause is not relevant and has no application to the Contract.
- 1.5 Where a particular clause is included in the Contract but is not relevant to the Contractor because that clause relates to matters which do not apply to the Contractor (for example, if the clause only applies to partnerships and the Contractor is an individual medical practitioner), that clause is not relevant and has no application to the Contract.

2 PART 2

2.1 Relationship between the Parties

- 2.1.1 The Contract is a contract for the provision of services. The Contractor is an independent provider of services and is not an employee, partner or agent of the Department. The Contractor must not represent or conduct its activities so as to give the impression that it is the employee, partner or agent of the Department.
- 2.1.2 The Department does not by entering into this Contract, and shall not as a result of anything done by the Contractor in connection with the performance of this Contract, incur any contractual liability to any other person.
- 2.1.3 This Contract does not create any right enforceable by any person not a party to it.
- 2.1.4 In complying with this Contract, in exercising its rights under the Contract and in performing its obligations under the Contract, the Contractor must act reasonably and in good faith.
- 2.1.5 In complying with this Contract, and in exercising its rights under the Contract, the Department must act reasonably and in good faith and as a responsible public body required to discharge its functions under *the Act*.
- 2.1.6 Clauses 2.1.4 and 2.1.5 above do not relieve either party from the requirement to comply with the express provisions of this Contract and the parties are subject to all such express provisions.
- 2.1.7 The Contractor shall not give, sell, assign or otherwise dispose of the benefit of any of its rights under this Contract. The Contract does not prohibit the Contractor from delegating its obligations arising under the Contract where such delegation is expressly permitted by the Contract.
- 2.1.8 Reserved in relation to transfer of services.

3 PART 3

3.1 NHS Contract

3.1.1 Reserved for a Contractor who chooses not to be regarded as a *health service body*.

4 PART 4

4.1 Commencement of the Contract

4.1 This Contract shall commence 1st April 2020.

4.2 Duration of the Contract

4.2.1 The Contract shall subsist for a period of three (3) years from the date set out in clause 4.1.1 or it is terminated in accordance with the terms of this Contract or by virtue of the operation of any other legal provision ("the Term").

4.2.2 The Department shall undertake a review of the services supplied under this Contract six (6) months prior to expiration of the Term to ascertain whether the Term should be extended. In conducting the review the Department will consider but not be limited to considering the following matters, the provision of the service, compliance with the provisions of this Contract and the level of funding available to the Department.

4.2.3 In the event that the Department after the review and in its absolute discretion, decides that the Term should be extended, the Department shall have the option to extend the Term for an additional five (5) years provided that the Department shall have notified the Contractor in writing of its decision to exercise the option by informing the Contractor of the period of any extension (the Extended Term) at least three (3) months prior to the expiry of the original period referred to in 4.2.1.

4.2.4 The provisions of clauses 4.2.1 and 4.2.3 shall continue on a five year rolling basis from the anniversary of the commencement of the Extended Term (if any) or until the Contract is terminated in accordance with the terms of this Contract or by virtue of the operation of any other legal provision.

4.2.5 Reserved for Contractors who are providing enhanced or additional services only, ie those not funded under the global sum.

5 PART 5

5.1 Clinical Commissioning Groups

5.1.1 Reserved for Clinical Commissioning Groups

5.2 Patient Participation

5.2.1 The Contractor must have a robust way of obtaining the views of patients who have attended the Contractor's *practice* about the services delivered by the Contractor; and

This should either be by way of:

- a) a Patient Participation Group, the terms of which are set out below in 5.2.2-5.2.7 below;
- b) or by obtaining patient feedback via the 'Isle of Man GP Patient Surgery (also called the friends and family survey). The Practice will need to have made reasonable efforts to attain responses from 5% of its Practice population during each contract year.

5.2.2 Any Patient Participation Group membership should be approved by the Department.

5.2.3 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*.

5.2.4 The Contractor must 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

5.2.5 Review any feedback received about the services delivered by the Contractor, whether by virtue of clause 5.2.4(a) 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.

5.2.6 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.

5.2.7 Minutes of the Patient Participation Group meetings will be posted on the Contractor's web site.

6 PART 6

6.1 Warranties

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

6.1.2 The Contractor warrants that:

- a) all information in writing provided to the Department in seeking to become a party to this Contract was, when given, true and accurate in all material respects;
- b) no information has been omitted which would make the information that was provided to the Department materially misleading or inaccurate;
- c) no circumstances have arisen which materially affect the truth and accuracy of such information;
- d) it is not aware as at the date of this Contract of anything within its reasonable control which may or will materially adversely affect its ability to fulfil its obligations under this Contract.

6.1.3 The Department warrants that:

- a) all information in writing which it provided to the Contractor specifically to assist the Contractor to become a party to this Contract was, when given, true and accurate in all material respects;
- b) no information has been omitted which would make the information that was provided to the Contractor materially misleading or inaccurate;
- c) no circumstances have arisen which materially affect the truth and accuracy of such information.

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

7 PART 7

7.1 Level of Skill

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

7.1 Provision of Services

7.2 Premises

7.2.1 The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the Contract is as set out in Schedule 1 to this contract.

7.2.2 Subject to any plan which is included in the Contract pursuant to clause 7.3.3, the Contractor shall ensure that premises used for the provision of services under the Contract are:

- a) suitable for the delivery of those services; and
- b) sufficient to meet the reasonable needs of the Contractor's patients

and:

- c) where the premises belong to the Practice – that any remedial work is carried out;
- d) where the premises are rented by the Practice – that the work required is identified to the landlord; and
- e) where the premises are owned by the Department – that any remedial work is identified to the Department on the date on which the Contract is signed and the Department and the Contractor shall draw up a plan (contained in Schedule 5 to this Contract) which specifies -
 - a) the steps to be taken by the Contractor to bring the premises up to the relevant standard;
 - b) any financial and Estates management support that is available from the Department; and
 - c) the timescale in which such steps will be taken.

7.2.3 The Contractor shall comply with the plan specified in clause 7.3.3 and contained in Schedule 5 to this Contract as regards the steps to be taken by the Contractor to meet the requirements in clause 7.3.2 and the timescale in which those steps will be taken.

7.3 Telephone services

Reserved for telephone services with 087, 090 and 091 numbers.

7.4 Cost of relevant calls

7.4.1 Reserved

7.4.2 Reserved

7.4.3 Reserved

7.5 Attendance at practice premises

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

- a) it is more appropriate for the patient to be referred elsewhere for services under *the Act*; or
- b) the patient is then offered an appointment to attend the Contractor's premises again at a time which is appropriate and reasonable having regard to all the circumstances and the patient's health would not thereby be jeopardised.

7.6 Attendance outside *practice premises*

7.6.1 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 the Contractor's *practice premises*, the Contractor must provide services to that patient at whichever of the following places is, in the Contractor's judgement, the most appropriate:

- a) the place recorded in the patient's GP medical records as being his last home address;
- b) such other place as the Contractor has informed the patient and the Department is the place where the Contractor has agreed to visit and treat the patient; or
- c) another place in the Contractor's *practice area*.

7.6.2 Nothing in this clause or clause 7.7.1 prevents the Contractor from:

- a) arranging for the referral of a patient without first seeing the patient, in a case where the patient's medical condition makes that course of action appropriate; or
- b) visiting the patient in circumstances where this clause or clause 7.7.1 does not place the Contractor under an obligation to do so.

7.7 Newly registered patients

7.7.1 Where a patient has been accepted on the Contractor's list of patients under clause 13.5 or assigned to that list by the Department, the Contractor must invite the patient to participate in a consultation either at the Contractor's practice premises or, if the patient's medical condition so warrants, at one of the places described in clause 7.7.1. Such an invitation must be issued by the Contractor before the end of the period of six months beginning with the date of the acceptance of the patient on, or assignment of the patient to, the Contractor's list of patients.

7.7.2 Where a patient (or, where appropriate, in the case of a patient who is a child, the patient's parent) agrees to participate in a consultation mentioned in clause 7.8.1 above, the Contractor must, during the course of that consultation, make such inquiries and undertake such examinations as appear to the Contractor to be appropriate in all the circumstances.

7.7A Newly registered patients – alcohol dependency screening

7.7A.1 Where a patient has been:

- a) accepted onto the *Contractor's list of patients*; or
- b) assigned to that list by the Department,

the Contractor must, whether as part of the consultation which the Contractor is required to offer the patient under clause 7.8.1 or otherwise, 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 risks to that patient.

7.7A.2 The Contractor must comply with the requirement in clause 7.8A.1 by screening the patient using either of the two shortened versions of the World Health Organisation Alcohol Use Disorders Identification ("AUDIT") questionnaire²⁶ which are known as:

- a) FAST (which has four questions); or
- b) AUDIT-C (which has three questions).

7.7A.3 Where, under clause 7.8A.2, the Contractor identifies a patient as positive using one of the shortened versions of the AUDIT questionnaire specified in clause 7.8A.2, the remaining questions of the full ten question AUDIT questionnaire are to be used by the Contractor to determine increasing risk, higher risk or likely dependent drinking.

7.7A.4 Where a patient is identified as drinking at increasing or higher risk levels, the Contractor must:

- a) offer the patient appropriate advice and lifestyle counselling;
- b) respond to any other need identified in the patient which relates to the patient's levels of drinking, including by providing additional support or treatment required for people with mental health issues; and
- c) 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.

7.7A.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:

Assessed and that appropriate action is taken

7.7A.6 The Contractor must make relevant entries, including the results of the completed questionnaire referred to in clause 7.8A.2, in the patient's record that the Contractor is required to keep under clause 16.1.

7.7AA Reserved for patients living with frailty

7.7B Reserved Accountable GP

7.7C Access for patients

The contractor will provide to the Department, information in relation to the number of contacts provided to patients by clinical staff, in order that the

Department can satisfy itself that appropriate access is being provided to the contractors patients.

7.8 Patients not seen within 3 years

7.8.1 This clause 7.8 applies where a *registered patient* who has attained the age of 16 years but has not attained the age of 75 years:

- a) requests a consultation with the Contractor; and
- b) has not attended either a consultation with, or a clinic provided by, the Contractor within the period of three years prior to the date of the request.

7.8.2 The Contractor must:

- a) provide the patient with a consultation; and
- b) during that consultation, make such inquiries and undertake such examinations of the patient as the Contractor considers appropriate in all the circumstances.

7.8.3 This clause 7.9 does not affect the Contractor's other obligations under the Contract in respect of the patient.

7.9 Patients aged 75 years and over

7.9.1 Where a *registered patient* who requests a consultation:

- a) has attained the age of 75 years; and
- b) has not participated in a consultation within the twelve month period prior to the date of the request,

the Contractor must provide such a consultation during which it must make such inquiries and undertake such examinations as it considers appropriate in all the circumstances.

7.9.2 A consultation under clause 7.9.1 must take place in the home of the patient where, in the reasonable opinion of the Contractor, it would be inappropriate, as a result of the patient's medical condition, for the patient to attend at the *practice premises*. Clauses 7.9.1 and 7.9.2 do not affect the Contractor's other obligations under the Contract in respect of the patient.

7.9.3 Reserved

7.10 Clinical reports

7.10.1 Where the Contractor provides clinical services, other than under a private arrangement, to a patient who is not on its list of patients, the Contractor must, as soon as reasonably practicable, provide to the Department a clinical report relating to that consultation, and any treatment provided to the patient.

7.10.2 The Department must send a report received in accordance with clause 7.11.1 to the person with whom the patient is registered for the provision of *essential services* or the equivalent.

7.10.3 This clause 7.11 does not apply in relation to the provision of *out of hours services* provided by the Contractor on or after 1st January 2005.

7.11 Storage of vaccines

The Contractor shall ensure that -

- a) all vaccines are stored in accordance with the manufacturer's instructions; and
- b) all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken on all working days.

7.12 Infection control

7.12.1 The Contractor must ensure that it has appropriate arrangements for infection control and decontamination.

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

7.13.1 Where the Contractor is not, pursuant to the Contract, providing to its *registered patients* or to persons whom it has accepted as *temporary residents*:

- a) a particular additional service;
- b) a particular enhanced service; or
- c) 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 7.13.2.

7.13.2 The requirements specified in this sub-clause are that the Contractor must:

- a) co-operate, insofar as is reasonable, with any person responsible for the provision of that service or those services;
- b) comply in *core hours* with any reasonable request for information from such a person or from the Department relating to the provision of that service or those services; and
- c) in the case of *out of hours services*:
 - i) take reasonable steps to ensure that any *patient* who contacts the Contractor's *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period;

Review the clinical consultation and take appropriate steps in relation to any patient where the out of hours service specifically advises that follow up is required and has notified the GP Practice

- ii) 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 Contractor's *practice*, or on the next working day;
- iii) 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

- iv) 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*.

7.13.3 Nothing in clauses 7.14.1 and 7.14.2 requires the Contractor (if it is not providing *out of hours services* under the Contract) to make itself available during the *out of hours period*.

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

- a) a particular *additional service*; or
- b) a particular *enhanced service*;

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

PART 8

8.1 Essential Services

8.1.1 The Contractor must provide the services described in Part 8 (namely *essential services*) at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients, and to have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency. All enhanced service specifications are set out in Schedule 10.

8.1.2 The Contractor must provide:

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

- i) ill with conditions from which recovery is generally expected;
- ii) terminally ill; or
- iii) suffering from chronic *disease*,

which are delivered in the manner determined by the Contractor's *practice* in discussion with the patient;

b) appropriate ongoing treatment and care to all of the Contractor's *registered patients* and *temporary residents* taking account of their specific needs including:

- i) advice in connection with the patient's health and relevant health promotion advice; and
- ii) the referral of a patient for other services under the *2001 Act*;
- iii) *primary medical services* required in *core hours* for the immediately necessary treatment of any person to whom the Contractor has been requested to provide treatment owing to an accident or emergency at any place in the Contractor's *practice area*.

8.1.3 For the purposes of clause 8.1.3, "management" includes:

- a) offering a consultation and, where appropriate, physical examination for the purposes of identifying the need, if any, for treatment or further investigation; and
- b) making available such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under the *2001 Act* and liaison with other *health care professionals* involved in the patient's treatment and care.

8.1.4 The Contractor must provide *primary medical services* required in *core hours* for the immediately necessary treatment of any person to whom clause 8.1.6 applies who requests such treatment, for the period specified in clause 8.1.7.

8.1.5 Reserved

8.1.6 This clause applies to a person if:

- a) that person's application for inclusion in the Contractor's *list of patients* has been refused in accordance with clause 13.7 and that person is not registered with another provider of *essential services* (or their equivalent);
- b) that person's application for acceptance as a *temporary resident* has been rejected under clause 13.7; or

c) that person is present in the Contractor's *practice area* for a period of less than 24 hours.

8.1.7 The period referred to in clause 8.1.5 is, in the case of a person to whom:

- a) clause 8.1.6(a) applies, 14 days beginning with the date on which that person's application was refused or until that person has been subsequently registered elsewhere for the provision of *essential services* (or their equivalent), whichever occurs first;
- b) clause 8.1.6(b) applies, 14 days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever occurs first; and
- c) clause 8.1.6(c) applies, 24 hours or such shorter period as the person is present in the Contractor's *practice area*.

8.1.8 Reserved in relation to Care Quality Commission visits

9 PART 9

9.1 Additional Services

9.1.1 In relation to each *additional service* it provides, the Contractor must provide such facilities as are necessary to enable the Contractor to properly perform that service. Service specifications will be set as part of this contract documentation and are included in Schedule 10.

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

9.1.3 The Contractor shall provide the *additional services* set out in clause 9.1.4 to:

- a) its *registered patients*; and
- b) persons accepted by it as *temporary residents*.

9.1.4 The Contractor shall provide to the patients specified in clause 9.1.3:

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

9.1.5 Reserved if the Practice takes on additional services for another Contractor.

9.1.6 Reserved if the Practice takes on additional services for another Contractor.

9.1.7 Reserved.

9.1.8 Reserved.

9.1.9 Reserved.

9.1.10 Reserved.

9.1.11 Reserved

9.2 Cervical screening

9.2.1 The Contractor must:

- a) provide all the services described in clause 9.2.2; and
- b) make the records described in clause 9.2.3.

9.2.2 The services described in this clause are:

- a) the provision of necessary information and advice to assist women identified by the Department as recommended nationally for a cervical screening test in making an

- b) informed decision as to participation in the NHS Cervical Screening Programme; the performance of cervical screening tests on women who have agreed to participate in that Programme; and
 - c) ensuring that test results are followed up appropriately.
- 9.2.3 The records described in this clause are an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.

9.3 Contraceptive services

- 9.3.1 The Contractor must make the following services available to all of its patients who request those services:
- a) the giving of advice about the full range of contraceptive methods;
 - b) where appropriate, the medical examination of patients seeking such advice;
 - c) the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);
 - d) the giving of advice about emergency contraception and, where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another contractor who does not have such an objection;
 - e) the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the *practice area* and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of *primary medical services* who does not have such conscientious objections;
 - f) the giving of initial advice about sexual health promotion and sexually transmitted infections; and
 - g) the referral as necessary to specialist sexual health services, including tests for sexually transmitted infections.

9.4 Vaccines and immunisations

The Contractor must comply with clauses 9.4.1 to 9.4.4.

9.4.1 The Contractor must:

- a) offer to provide to patients all vaccines and immunisations (other than childhood immunisations and the combined Haemophilus influenza type B and Meningitis C booster vaccine) of the type and in the circumstances specified in the *GMS Statement of Financial Entitlements*;
- b) taking into account the individual circumstances of the patient, consider whether immunisation ought to be administered by the Contractor or by another health professional or whether a prescription form ought to be provided for the purpose of self-administration by the patient of the immunisation;
- c) provide appropriate information and advice to patients about such vaccines and immunisations;
- d) record in the patient's record any refusal of the offer referred to in sub-clause (a);
- e) where the offer is accepted and immunisation is to be administered by the Contractor or by another health professional, include in the patient's record the information specified in clause 9.4.2; and
- f) where the offer is accepted and the immunisation is not to be administered by the Contractor or another *health care professional*, issue a *prescription form* for the

purpose of self-administration by the patient.

9.4.2 The specified information referred to in clause 9.4.1(e) is:

- a) the patient's consent to immunisation or the name of the person who gave consent to the immunisation and that person's relationship to the patient;
- b) the batch numbers, expiry date and title of the vaccine;
- c) the date of administration;
- d) in a case where two vaccines are administered by injections, in close succession, the route of administration and the injection site of each vaccine;
- e) any contraindications to the vaccine or immunisation; and
- f) any adverse reactions to the vaccine or immunisation.

9.4.3 The Contractor must ensure that all staff involved in the administration of vaccinations and immunisations are trained in the recognition and initial treatment of anaphylaxis.

9.4.4 In this clause 9.4, "patient records" means the record which is kept in accordance with clause 16.1.

9.5 Childhood vaccines and immunisations

9.5.1 The Contractor must:

- a) offer to provide to children all vaccines and immunisations of the type specified and in the circumstances which are set out in the *GMS Statement of Financial Entitlements*;
- b) provide appropriate information and advice to patients and, where appropriate, to the *parents* of patients about such vaccines and immunisations;
- c) record in the patient's record any refusal of the offer referred to in sub-clause (a).
- d) where the offer is accepted, administer the immunisations, and include in the patient's record:
 - i) the name of the person who gave consent to the immunisation and that person's relationship to the patient;
 - ii) the batch number and expiry date of the vaccine;
 - iii) the date of administration;
 - iv) in a case where two vaccines are administered by injections in close succession, the route of administration and the injection site of each vaccine;
 - v) any contraindications to the vaccine; and
 - vi) any adverse reactions to the vaccine.

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

9.6 Child health surveillance

9.6.1 The Contractor must, in respect of any child under the age of five years for whom it has responsibility under the Contract:

- a) provide all the services described in clause 9.6.2, other than an examination described in that clause which the *parent* refuses to allow the child to undergo, until the date upon which the child attains the age of five years; and
- b) maintain the records specified in clause 9.6.3.

9.6.2 The services described in this clause are:

- a) monitoring the health, well-being and physical, mental and social development ("development") of the child while under the age of five years with a view to detecting any deviations from normal development:
 - i) by the consideration of information concerning the child received by or on behalf of the Contractor, and
 - ii) on any occasion when the child is examined or observed by or on behalf of the Contractor (whether by virtue of sub-clause (b) or otherwise), and
- b) the examination of the child at the frequency that has been agreed with the Department in accordance with the nationally agreed evidence based programme set out in the revised fourth edition of "Health for all Children" (David Hall and David Elliman, September 2006, Oxford University Press ISBN 978-0-19-857084-4).

9.6.3 The records specified in this clause are an accurate record of:

- a) the development of the child while under the age of five years, compiled as soon as is reasonably practicable following the first examination of that child and, where appropriate, amended following each subsequent examination; and
- b) the responses (if any) to offers made to the child's *parent* for the child to undergo any examination referred to in clause 9.6.2(b).

9.7 Maternity medical services

9.7.1 The Contractor must:

- a) provide to female patients who have been diagnosed as pregnant all necessary *maternity medical services* throughout the antenatal period;
- b) provide to female patients and their babies all necessary *maternity medical services* throughout the postnatal period other than neonatal checks;
- c) subject to clause 9.7.1(b) provide all necessary *maternity medical services* to female patients whose pregnancy has terminated as a result of miscarriage or abortion.

9.7.2 Where the Contractor has a conscientious objection to the termination of pregnancy, the Contractor must promptly refer the patient to another provider of *primary medical services*, who does not have such an objection.

9.7.3 In clause 9.7.1:

"antenatal period" means the period beginning with the start of the pregnancy and ending with the onset of labour,

"maternity medical services" means:

- i) in relation to female patients (other than babies) all *primary medical services* relating to pregnancy, excluding intra partum care, and
- ii) in relation to babies, any *primary medical services* necessary in their first fourteen days of life, and

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

9.8 Minor surgery

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

9.8.2 The Contractor must record in the patient's record:

- a) details of the minor surgery provided to the patient; and
- b) the consent of the patient to that surgery.

9.9 Learning Disability Patients

The Contractor must offer any patients on their learning disability register an annual appointment for a health check. A report must be provided to the Department setting out the number of patients on the register along with the number of patients who have had a health check.

9.10 Requirements for managing patients under shared care arrangements

The Contractor will be able to make a claim for payment under a shared care enhanced service in respect of the following:

9.10.1 Where it is necessary for the Contractor to share the provision of care with secondary or tertiary care and there is a shared care plan in place for individual patients;

9.10.2 Where care for specific groups of patients or for specific medical conditions have been arranged between primary and secondary care has been made part of the shared care enhanced service, the GP will manage patients under these guidelines and refer back to secondary care where appropriate.

9.10.10A Quality Care

The contractor will:

- a) Maintain each of the disease registers set out in the Quality Outcomes Framework (England) and code patients based on diagnosis;
- b) Will provide all appropriate care to each patient on the disease register, including an annual check which should be undertaken no later than 15 months;
 - (i) Annual checks should be recorded using the 'QOF' templates built into the GP electronic record keeping system

9.11 This contract recognises the commitment of the General Practitioners to supporting the Isle of Man in working towards achieving an Island-wide status of the UNICEF Baby Friendly Initiative. GPs commit to support breastfeeding mothers through encouragement, good management of breastfeeding problems and signposting to lactation colleagues.

10 PART 10

10.1 Out of Hours Services

10.1.1-10.2.9 Reserved

11 PART 11

11.1 Opt outs of additional and out of hours services

11.1 Opt outs of additional services: general

11.1.1 Where the Contractor wants to *permanently opt out* or *temporarily opt out* of the provision of one or more *additional services* (referred to in clauses 11.2.2 to 11.4.11 below as "*additional service*"), the Contractor must give to the Department in writing a *preliminary opt out notice* which must state the reasons for the Contractor wanting to opt out.

11.1.2 The Department must enter into discussions with the Contractor concerning:

- a) the support which the Department is able to give the Contractor, or
 - b) other changes which the Department or the Contractor may make,
- that would enable the Contractor to continue to provide the *additional service*.

11.1.3 The discussions referred to in clause 11.1.2 must be:

- a) entered into as soon as is reasonably practicable but before the end of the period of seven days beginning with the date on which the *preliminary opt out notice* was received by the Department; and
- b) completed before the end of the period of ten days beginning with the date on which the *preliminary opt out notice* was received by the Department or as soon as reasonably practicable thereafter. If, following the discussions referred to in clause 11.1.2, the Contractor still wants to opt out of the provision of the *additional service*, the Contractor must send an *opt out notice* to the Department.

11.1.4 An *opt out notice* must specify:

- a) the *additional service* concerned;
- b) whether, in relation to that service, the Contractor wants to:
 - i) *permanently opt out*, or
 - ii) *temporarily opt out*,
- c) the reasons for the Contractor wanting to opt out;
- d) the date from which the Contractor would like the opt out to commence, which must:
 - i) in the case of a *temporary opt out*, be at least 14 days after the date of the service of the *opt out notice*, and
 - ii) in the case of a *permanent opt out*, be the day either three or six months after the date of service of the *opt out notice*, and
- e) in the case of a *temporary opt out*, the desired duration of the opt out.

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

11.2 Temporary opt outs and permanent opt outs following temporary opt outs

11.2.1 Clauses 11.2.1 to 11.2.12 apply following the giving of a *temporary opt out notice*.

11.2.2 Where the Department has been given a temporary opt out notice or a temporary opt out notice which, by virtue of clause 11.1.5, is treated as a permanent opt out notice, the Department must, as soon as is reasonably practicable and in any event within the period of seven days beginning with the date on which the Department receives a notice given under clause 11.1.3:

- a) approve the *opt out notice* and specify in accordance with clauses 11.2.3 and 11.2.4 the date on which the *temporary opt out* is to commence and the date on which it is to come to an end ("the end date"); or
- b) reject the *opt out notice* in accordance with clause 11.2.3, and the Department must give notice to the Contractor of its decision as soon as practicable, including the reason for its decision.

11.2.3 The Department may reject the *opt out notice* on the ground that the Contractor:

- a) is providing *additional services* to patients other than its own *registered patients*, or *enhanced services*; or
- b) has no reasonable need to *opt out* temporarily having regard to its ability to deliver the *additional service*.

11.2.4 The date specified by the Department for the commencement of the *temporary opt out* must, where reasonably practicable, be the date requested by the Contractor in the Contractor's *opt out notice*.

11.2.5 Before determining the end date, the Department must make reasonable efforts to reach agreement with the Contractor.

11.2.6 Where the Department approves an *opt out notice*, the Contractor's obligation to provide the *additional service* specified in the notice is to be suspended from the date specified by the Department in its decision under clause 11.2.2 and is to remain suspended until the end date unless:

- a) the Contractor and the Department agree in writing an earlier date, in which case the suspension comes to an end on the earlier date agreed;
- b) the Department specifies a later date under clause 11.2.7 in which case the suspension comes to an end on the later date specified;
- c) clause 11.2.8 applies, and the Contractor refers the matter to the *NHS dispute resolution procedure*, in which case the suspension comes to an end:
 - i) where the outcome of the dispute is to uphold the decision of the Department, on the day after the date of the decision,
 - ii) where the outcome is to overturn the decision of the Department, 28 days after the date of the decision, or
 - iii) where the Contractor ceases to pursue the *NHS dispute resolution procedure*, on the day after the date that the Contractor withdraws its claim or the proceedings are otherwise terminated;

- d) clause 11.2.10 applies and:
- i) the Department refuses the Contractor's request for a *permanent opt out* before the end of the period of 28 days ending with the end date, in which case the suspension comes to an end 28 days after the end date, or
 - ii) the Department refuses the Contractor's request for a *permanent opt out* after the end date, in which case the suspension comes to an end 28 days after the date of service of the notice.

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

11.2.8 Where the Department considers that:

- a) the Contractor will be unable to satisfactorily provide the *additional service* at the end of the *temporary opt out*; and
- b) it would not be appropriate to exercise its discretion under clause 11.2.7 to specify a later date on which the *temporary opt out* is to come to an end or the Contractor does not agree to a later date, the Department may give notice in writing to the Contractor at least 28 days before the end date that a *permanent opt out* is to follow a *temporary opt out*.

11.2.9 Where the Department gives notice to the Contractor under clause 11.2.8 that the *permanent opt out* is to follow a *temporary opt out*, the *permanent opt out* is to take effect immediately after the end of the *temporary opt out*.

11.2.10 Where the Contractor has *temporarily opted out*, the Contractor may at least three months prior to the end date give notice in writing to the Department that it wants to *permanently opt out* of the *additional service* in question.

11.2.11 Where the Contractor has given notice to the Department under clause 11.2.10 that it wants to *permanently opt out*, the *temporary opt out* is to be followed by a *permanent opt out* beginning on the day after the end date of the *temporary opt out notice* unless the Department refuses the Contractor's request to *permanently opt out* by giving notice in writing to the Contractor to this effect.

11.2.12 A *temporary opt out* or *permanent opt out* commences, and a *temporary opt out* ends, at 8.00 am on the relevant day unless:

- a) the day is a Saturday, Sunday, Good Friday, Christmas Day or a *bank holiday*, in which case the opt out is to take effect on the next working day at 8.00 am; or
- b) the Department and the Contractor agree a different day or time.

11.3 Permanent opt outs

11.3.1 In clauses 11.3.2 to 11.3.11 –

"A Day" is the day specified by the Contractor in the *permanent opt out notice* which the Contractor gives to the Department for the commencement of the *permanent opt out*;

"B Day" is the day six months after the date on which the *permanent opt out notice* was given to the Department; and

"C Day" is the day nine months after the date on which the *permanent opt out notice* was given to the Department.

11.3.2 The Department must, as soon as is reasonably practicable and in any event before the end of the period of 28 days beginning with the date on which the Department receives a *permanent opt out notice* under

(or *temporary opt out notice* which is treated as a *permanent opt out notice* under clause 11.1.5):

- a) approve the *opt out notice*; or
- b) reject the *opt out notice* in accordance with clause 11.3.3,

and the Department must give notice to the Contractor of its decision as soon as possible, including the reasons for its decision where that decision is to reject the *opt out notice*.

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

11.3.4 The Contractor may not withdraw an *opt out notice* once that notice has been approved by the Department in accordance with clause 11.3.2(a) without the Department's agreement.

11.3.5 If the Department approves the *opt out notice* under clause 11.3.2(a), the Department must use reasonable endeavours to make arrangements for the Contractor's *patients* to receive the *additional service* from an alternative provider from A day.

11.3.6 The Contractor's duty to provide the *additional service* terminates on A Day unless the Department gives notice to the Contractor under clause 11.3.7 (extending A day to B day or C day).

11.3.7 If the Department is not successful in finding an alternative provider to take on the provision of the *additional service* from A day, then the Department must give notice in writing to the Contractor of that fact no later than one month before A day, and in a case where A day is:

- a) three months after the date on which the *opt out notice* was given, the Contractor must continue to provide the *additional service* until B Day unless, at least one month before B Day, the Contractor is given notice in writing by the Department under clause 11.3.8 to the effect that, despite using reasonable endeavours, the Department has not been able to find an alternative provider to take on the provision of the *additional service* from B Day;
- b) six months after the *opt out notice* was given, the Contractor must continue to provide the *additional service* until C Day.

11.3.8 Where, in accordance with clause 11.3.7(a) the *permanent opt out* is to commence on B Day and the Department, despite using reasonable endeavours, has not been able to find an alternative provider to take on the provision of the *additional service* from that day, the Department must give notice in writing to the Contractor of that fact at least one month before B Day, in which case the Contractor must continue to provide the *additional service* until C Day.

11.3.9 As soon as is practicable and in any event, within seven days of the Department giving notice to the Contractor under clause 11.3.8, the Department must enter into

discussions with the Contractor concerning the support that the Department is able to give to the Contractor or other changes which the Department or the Contractor may make in relation to the provision of the *additional service* until C Day.

11.3.10 Nothing in clauses 11.3.1 to 11.3.9 above prevents the Contractor and the Department from agreeing a different date for the termination of the Contractor's duty under the Contract to provide the *additional service* and, accordingly, varying the Contract in accordance with clause 26.1.1.

11.3.11 The *permanent opt out* takes effect at 8.00am on the relevant day unless:

- a) the day is a Saturday, Sunday, Good Friday, Christmas Day or a *bank holiday*, in which case the opt out is to take effect on the next working day at 8.00 am; or
- b) the Department and the Contractor agree a different day or time.

11.4 Out of hours services: opt outs

11.4.1 Any Contractor who opted out of providing out of hours services prior to the date of this contract does not need to re-opt out. The previous opt out will continue to be in place.

11.5 Informing patients of opt outs

11.5.1 Before any opt out takes effect, the Department and the Contractor must discuss how to inform the Contractor's patients of the proposed opt out.

11.5.2 The Contractor must, if requested by the Department, inform its *registered patients* of an opt out and of the arrangements made for those patients to receive the *additional service* or *out of hours services* by:

- a) placing a notice in the Contractor's *practice* waiting rooms; or
- b) including the information in the Contractor's *practice leaflet*.

11.5.3 In clauses 11.5.1 and 11.5.2 "opt out" means an out of hours opt out, a *permanent opt out* or a *temporary opt out*.

12 PART 12

12.1 Enhanced Services

The Practice will undertake the following Enhanced Services:

- 12.1.1 Influenza and Pneumococcal Immunisations
- 12.1.2 Minor Surgery
- 12.1.3 Care Home Patients (if there are care home patients registered with the Contractor)
- 12.1.4 Post Operative Wounds

And may undertake the following Enhanced Services:

- 12.1.5 Phlebotomy
- 12.1.6 IUCDs (intrauterine devices)
- 12.1.7 LARCS (long acting reversible contraception)
- 12.1.8 Vasectomies
- 12.1.9 Shared Care

The Contractor may also sign up to the Network Enhanced Service

- 12.2 The Contractor shall indicate in Schedule 8 to this Contract which of the enhanced services (from 12.1.5 to 12.1.9) it will provide.

13 PART 13

13.1 Patients

13.1 Persons to whom services are to be provided

13.1.1 The Contractor shall provide services under the Contract to:

- a) *registered patients,*
- b) *temporary residents,*
- c) persons to whom the Contractor is required to provide immediately necessary treatment under clause 8.1.2(b)(iii) or 8.1.5,
- d) reserved in relation to a transition order
- e) any other person to whom the Contractor has agreed to provide services under the Contract.

13.2 Patient registration area

13.2.1 The area in respect of which persons resident in it will, subject to any other terms of the Contract relating to patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a *temporary resident*, is as defined in Schedule 8.

13.3 Outer boundary area – Reserved

13.4 List of patients

13.4.1 The Contractor's list of patients is [open/closed].

13.4.2 Reserved to amend for a closed list

13.4.3 The Department shall prepare and keep up to date a list of the patients-

- a) who have been accepted by the Contractor for inclusion in its list of patients under clauses 13.5.1 to 13.5.6 and 28.1.1 and who have not subsequently been removed from that list under clauses 13.9.2 to 14.16.3; and
- b) who have been assigned by the Department to the Contractor's list of patients:
 - i) under clauses 13.23
 - ii) Under clause 13.24

13.4.4 The Department shall also include in the *Contractors list of patients* those patients, who, on 31st March 2004, were recorded by the Department pursuant to regulation 19 of the National Health Service (General Medical and Pharmaceutical Services Isle of Man) Regulations 1978 as being on the list of -

- a) The Contractor, if the Contractor is an individual medical practitioner,
- b) Any of the two or more medical practitioners practising in partnership who have entered into the contract, if the Contractor is a partnership, or
- c) Any of the medical practitioners who are legal and beneficial shareholders in the company which has entered into the contract,

Unless the patient lives outside of the *practice area*, and that patient was included on that medical practitioner's list other than by virtue of an assignment.

13.4.5 Reserved in relation to default contracts

13.4.6 Reserved in relation to temporary arrangements

13.4.7 Reserved in relation to transitional orders

13.5 Application for inclusion in a list of patients

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

13.5.2 If the Contractor's list of patients is *closed*, the Contractor may only accept an application for inclusion in that list made by or on behalf of a person who is an *immediate family member* of a *registered patient* whether or not resident in the Contractor's *practice area* or is included, at the time of that application, in the list of patients of another contractor or provider of *primary medical services*.

13.5.3 Subject to clause 13.5.4, an application for inclusion in the Contractor's list of patients must be made by delivering to the Contractor's *practice premises* a *medical card* or an application signed (in either case) by the applicant or a person authorised by the applicant to sign on the applicant's behalf.

13.5.4 An application may be made -

- a) where the patient is a *child*, on behalf of the patient by:
 - i) either *parent*, or in the absence of both *parents*, the guardian or other adult who has care of the *child*,
 - ii) a person duly authorised by a local authority to whose care the *child* has been committed under the Children and Young Persons Act 2001, or
 - iii) a person duly authorised by a voluntary organisation by which the *child* is being accommodated under the provisions of the Children and Young Persons Act 2001;
- b) where the patient is an adult who lacks the capacity to make such an application, or to authorise such an application, or to authorise such an application to be made on their behalf, by:
 - i) a relative of that person,
 - ii) the *primary carer* of that person,
 - iii) a donee of a lasting power of attorney granted by that person

13.5.5 Where the Contractor accepts an application for inclusion in the *Contractor's list of patients*, the Contractor must give notice in writing to the Department of that acceptance as soon as possible.

13.5.6 The Department must on receipt of a notice under clause 13.5.5:

- a) Include the applicant in the *Contractor's list of patients* from the date on which the notice is received, and
- b) 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.

13.5.A Inclusion in list of patients : armed forces personnel - Reserved

13.5.B Inclusion in list of patients: detained persons - Reserved

13.6 Temporary Residents

13.6.1 The Contractor may if the Contractor's list of patients is *open*, accept a person as a *temporary resident* provided the Contractor is satisfied that the person is:

- a) temporarily resident away from his normal place of residence and is not being provided with *essential services* (or their equivalent) under any other arrangement in the locality where he is temporarily residing; or
- b) moving from place to place and not for the time being resident in any place.

13.6.2 For the purposes of clause 13.6.1, a person shall be regarded as temporarily resident in a place if, when they arrive in that place, they intend to stay there for more than 24 hours but not more than three months.

13.6.3 Where the Contractor wants to terminate its responsibility for a person accepted as a *temporary resident* before the end of:

- a) three months; or
- b) such shorter period for which the Contractor agreed to accept that person as a patient,

the Contractor must give notice of that fact to the person either orally or in writing and the Contractor's responsibility for that person is to cease seven days after the date on which notice is given.

13.6.4 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 Department of its acceptance of that person as a *temporary resident*:

- a) At the end of that period of three months beginning with the date on which the Contractor accepted that person as a *temporary resident*, or
- b) If the Contractor's responsibility for that person as a *temporary resident* came to an end earlier than at the end of the three month period referred to in sub-clause (a), at the end of that period.

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

13.7.1 The Contractor may only refuse an application made under clauses 13.5.1 to 13.5.6 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.

13.7.2 The reasonable grounds referred to in clause 13.7.1 may, in the case of applications made under clauses 13.5.1 to 13.5.6 include the ground that the applicant does not live in the Contractor's *practice area*.

13.7.3 Where the Contractor refuses an application made under clauses 13.5.1 to 13.5.6 the Contractor must give notice in writing of that refusal and the reasons for it to the applicant (or in the case of a *child* or an adult who lacks capacity, to the person who made the application on their behalf) before the end of the period of 14 days beginning with the date of its decision to refuse.

13.7.4 The Contractor must:

- a) Keep a written record of:
 - i) The refusal of any application made under clauses 13.5.1 to 13.5.6, and
 - ii) The reasons for that refusal; and
- b) Make such records available to the Department on request.

13.8 Patient preference of practitioner

13.8.1 Where the Contractor has accepted an application made under clause 13.5 or clause 13.6, the Contractor must:

- a) give notice to the person (or, in the case of a *child* or an adult who lacks capacity, to the person who made the application on the applicant's 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
- b) record any such preference expressed by or on behalf of that person.

13.8.2 The Contractor must endeavour to comply with any reasonable preference expressed under clause 13.8.1 but need not do so if the preferred performer:

- a) has reasonable grounds for refusing to provide services to the person who expressed the preference, or
- b) does not routinely perform the service in question within the Contractor's *practice*.

13.9 Removals from the list at the request of the patient

13.9.1 The Contractor must give notice in writing to the Department of a request made by any person who is a *registered patient* to be removed from the Contractor's *list of patients*.

13.9.2 Where the Department:

- a) receives a notice given by the Contractor under clause 13.9.1, or
- b) receives directly a request from a person to be removed from the Contractor's *list of patients*,

the Department must remove that person from the Contractor's *list of patients*.

13.9.3 The removal of a person from the Contractor's *list of patients* in accordance with clause 13.9.2 takes effect on whichever is the earlier of:

- a) the date on which the Department is given notice of the registration of that person with another provider of *essential services* (or their equivalent); or
- b) 14 days after the date on which the notice given under clause 13.9.1, or the request made under clause 13.9.2 is received by the Department.

13.9.4 The Department must, as soon as practicable, give notice in writing to:

- a) the person who requested the removal; and
- b) 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 clause 13.9.3.

13.9.5 In clauses 13.9, 13.10.1(b), 13.10.10, 13.11.6, 13.11.7, 13.13 and 13.15 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:

- a) in the case of a *child*:
 - i) either *parent*, or in the absence of both parents, the guardian or other adult who has care of the *child*,
 - ii) a person duly authorised by a local authority to whose care the *child* has been committed under the Children and Young Persons Act 2001,
 - iii) a person duly authorised by a voluntary organisation by which the *child* is being accommodated under the Children and Young Persons Act 2001; or
- b) in the case of an adult patient who lacks capacity to make the relevant request or receive the relevant advice, information or notice:
 - i) a relative of that person,
 - ii) the *primary carer* of that person,
 - iii) a donee of a lasting power of attorney granted by that person;

13.10 Removals from the list at the request of Contractor

13.10.1 Subject to clauses 13.11.1 to 13.11.8, where the Contractor has reasonable grounds for wishing a patient 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:

- a) give notice in writing to the Department that it wants to have that person removed; and
- b) subject to clause 13.10.2, give notice in writing to that person of its specific reasons for requesting the removal of that person.

13.10.2 Where, in the reasonable opinion of the Contractor, the circumstances of the person's removal are such that it is not appropriate for a more specific reason to be given, and there has been an irrevocable breakdown in the relationship between the relevant person and the Contractor, the reason given under clause 13.10.1 may consist of a statement that there has been such a breakdown.

13.10.3 Except in the circumstances specified in clause 13.10.4, the Contractor may only request the removal of a person from its list of patients under clause 13.10.1, if, before the end of the period of 12 months beginning with the date of the Contractor's request to the Department, the Contractor has:

- a) warned that person of the risk of being removed from that list; and
- b) explained to that person the reasons for this.

13.10.4 The circumstances specified in this clause are that:

- a) the reason for the removal relates to a change of address;
- b) the Contractor has reasonable grounds for believing that the giving of such a warning would:
 - i) be harmful to the person's physical or mental health, or
 - ii) put at risk the safety of one or more of the persons specified in clause 13.10.5; or
- c) the Contractor considers that it is not otherwise reasonable or practical for a warning to be given.

13.10.5 The persons referred to in clause 13.10.4 are:

- a) if the Contractor is an individual medical practitioner, the Contractor;
- b) if the Contractor is a partnership, a partner in the partnership;
- c) if the Contractor is a company limited by shares, a person who is both a legal and beneficial owner of shares in that company;
- d) a member of the Contractor's staff;
- e) a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
- f) any other person present on the *practice premises* or in the place where services are being provided to the patient under the Contract.

13.10.6 The Contractor must keep a written record of:

- a) the date of any warning given in accordance with clause 13.10.3 and the reasons for giving such a warning as explained to the patient concerned, or
- b) the reason why no such warning was given.

13.10.7 The Contractor must keep a written record of the removal of any person from its list of patients under clause 13.10 which must include:

- a) the reason given for the removal;
- b) the circumstances of the removal; and
- c) in cases where clause 13.10.2 applies, the grounds for a more specific reason not being appropriate,

and the Contractor must make this record available to the Department on request.

13.10.8 The removal of a person from the *Contractor's list of patients* must, subject to clause 13.10.9, take effect from whichever is the earlier of:

- a) the date on which the Department is given notice of the registration of that person with another provider of *essential services* (or their equivalent), or
- b) the eighth day after the Department is given notice under clause 13.10.1(a).

13.10.9 Where, on the date on which the removal of a person would take effect under clause 13.10.8(b), the Contractor is treating that person at intervals of less than seven days, the Contractor must give notice in writing to the Department of that fact and the removal is to take effect on whichever is the earlier of:

- a) the eighth day after the Department is given notice by the Contractor that the person no longer needs such treatment, or
- b) the date on which the Department is given notice of the registration of the person with another provider of *essential services* (or their equivalent).

13.10.10 The Department must given notice in writing to:

- a) the person in respect of whom the removal is requested; and
- b) 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 clause 13.10.8(b) or 13.10.9.

13.11 Removals from the list of patients who are violent

13.11.1 Where the Contractor wants a person to be removed from its list of patients with immediate effect on the grounds that:

- a) the person has committed an act of violence against any of the persons specified in clause 13.10.2 or has behaved in such a way that any of those persons has feared for their safety; and
- b) the Contractor has reported the incident to the police,

the Contractor must give notice to the Department in accordance with clause 13.11.3.

13.11.2 The persons referred to in this clause are:

- a) if the Contract is with an individual medical practitioner, that individual;
- b) if the Contract is with a partnership, a partner in the partnership;
- c) if the Contract is with a company limited by shares, a person who is both a legal and beneficial owner of shares in that company;
- d) a member of the Contractor's staff;
- e) a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
- f) any other person present on the *practice premises* or in the place where services were provided to the person under the Contract.

13.11.3 Notice under clause 13.11.1 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 days beginning with the date on which notice was given.

13.11.4 The Department must acknowledge in writing receipt of a request for removal from the Contractor under clause 13.11.1.

13.11.5 A removal requested in accordance with clause 13.11.1 takes effect at the time at which the Contractor:

- a) makes a telephone call to the Department, or
- b) sends or delivers the notice to the Department.

13.11.6 Where, under clause 13.11 the Contractor has given notice to the Department that it wants to have a person removed from its list of patients, the Contractor must inform that person of that fact unless:

- a) it is not reasonably practicable for the Contractor to do so; or

- b) the Contractor has reasonable grounds for believing that to do so would:
 - i) be harmful to that person's physical or mental health, or
 - ii) put the safety of any person specified in clause 13.11.2 at risk.

13.11.7 Where a person is removed from the *Contractor's list of patients* under clause 13.11, the Department must give that person notice in writing of that removal.

13.11.8 The Contractor must record the removal from its list of patients under this clause 13.11 and the circumstances leading to that removal in the medical records of the person removed.

13.12 Removals from the list of patients registered elsewhere

13.12.1 The Department must remove a person from the *Contractor's list of patients* if –

- a) the person has subsequently been registered with another provider of *essential services* (or their equivalent) or
- b) the Department has been given notice by a *Local Health Department*, a *Health Department* or a *Health and Social Services Department* that the person has subsequently been registered with a provider of *essential services* (or their equivalent) in the United Kingdom.

13.12.2 A removal in accordance with clause 13.12.1 takes effect:

- a) on the date on which the Department is given notice of the person's registration with the new provider or,
- b) with the consent of the Department, on such other date as has been agreed between the Contractor and the new provider.

13.12.3 The Department must give notice in writing to the Contractor of any person removed from its list of patients under clause 13.12.1.

13.13 Removals from the list of patients who have moved

13.13.1 Subject to clause 13.12.2, where the Department is satisfied that a person on the *Contractor's list of patients* has moved and no longer resides in the Contractor's *practice area*, the Department must:

- a) inform both the person and the Contractor that the Contractor is no longer obliged to visit and treat that person;
- b) advise the person in writing either to obtain the Contractor's agreement to that person's continued inclusion on the *Contractor's list of patients* or to apply for registration with another provider of *essential services* (or their equivalent); and
- c) inform the person that if, after the end of the period of 30 days beginning with the date on which the advice mentioned in sub-clause (b) was given, that person has not acted in accordance with that advice and informed the Department accordingly, that person will be removed from the *Contractor's list of patients*.

13.13.2 If, at the end of the period of 30 days mentioned in clause 13.13.1(c), the Department has not been informed by the person of the action taken, the Department must remove that person from the *Contractor's list of patients* and inform that person and the Contractor of that removal.

13.13.3 Where the address of a person who is on the *Contractor's list of patients* is no

longer known to the Department, the Department must:

- a) give notice in writing to the Contractor that it intends, at the end of the period of six months beginning with the date on which the notice was given, to remove the person from the *Contractor's list of patients*; and
- b) at the end of that period referred to in sub-clause 13.13.3(a), remove the person from the Contractor's list of patients unless, before the end of that period, the Contractor satisfies the Department that the person is a patient to whom it is still responsible for providing essential services.

13.14 Removals from the list of patients absent from the Isle of Man and the United Kingdom etc

13.14.1 The Department must remove a person from the *Contractor's list of patients* where it receives notice to the effect that the person:

- a) intends to be away from the United Kingdom for a period of at least three months;
- b) is in the *armed forces of the Crown*;
- c) 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;
- d) has been absent from the United Kingdom for a period of more than three months; or
- e) has died.

13.14.2 The removal of a person from the *Contractor's list of patients* under this clause 13.14 takes effect from:

- a) where sub-clauses 13.14.1(a) to 13.14.1(c) applies:
 - i) the date of the person's departure, enlistment or imprisonment, or
 - ii) the date on which the Department first receives notice of the person's departure, enlistment or imprisonment, whichever is the later; or
- b) where sub-clauses 13.14.1(d) and 13.14.1(e) applies the date on which the Department is given notice of the person's absence or death.

13.14.3 The Department must give notice in writing to the Contractor of the removal of any person from the *Contractor's list of patients* under clause 13.14.

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

13.15.1 The Department 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 Department is satisfied, after due inquiry, that:

- a) the person's stay in the place of temporary residence has exceeded three months; and
- b) the person has not returned to their normal place of residence or to any other place within the Contractor's *practice area*.

13.15.2 The Department must give notice in writing of the removal of a person from the *Contractor's list of patients* under clause 13.15:

- a) to the Contractor, and
- b) where practicable, to that person.

13.15.3 A notice given under clause 13.15.2 must inform the person of:

- a) 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
- b) the name, postal and electronic mail address and telephone number of the Department.

13.16 Removals from the list of pupils etc of a school

13.16.1 Where the Contractor provides *essential services* under the Contract to persons on the grounds that they are pupils at, or staff or residents of, a school, the Department must remove any person from the *Contractor's list of patients* who does not appear on the particulars provided by that school of persons who are pupils at, or staff or residents of, that school.

13.16.2 Where the Department has requested a school to provide the particulars referred to in clause 13.16.1 and has not received those particulars, the Department 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.

13.16.3 The Department must give notice in writing to the Contractor of the removal of any person from the *Contractor's list of patients* under clause 13.16.

13.17 Termination of responsibility for patients not registered with the Contractor

13.17.1 Where the Contractor has:

- a) received an application for the provision of medical services other than *essential services*:
 - i) from a person who is not included in the *Contractor's list of patients*,
 - ii) from a person that the Contractor has not accepted as a *temporary resident*, or
 - iii) made on behalf of a person referred to in sub- clause (i) or (ii), by a person specified in clause 13.5.4; and
- b) 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 clause 13.17.2.

13.17.2 The circumstances described in this sub-clause are that:

- a) the Contractor is informed that the person no longer wishes the Contractor to be responsible for the provision of the service in question;
- b) 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
- c) it comes to the Contractor's attention that the person:
- i) no longer resides in the area for which the Contractor has agreed to provide the service in question; or
 - ii) is no longer included in the list of patients of another contractor to whose *registered patients* the Contractor has agreed to provide that service.

13.17.3 Where the Contractor wants to terminate its responsibility for a person under clause 13.17.2(b), the Contractor must give notice to that person of the termination and the reason for it.

13.17.4 The Contractor must keep a written record of terminations under clause 13.17 and of the reasons for those terminations and must make this record available to the Department on request.

13.17.5 A termination under clause 13.17.2(b) takes effect:

- a) where the grounds for termination are those specified in clause 13.11.1, from the date on which the notice is given; or
- b) in any other case, 14 days after the date on which the notice is given.

13.18 Application for closure of list of patients

13.18.1 Where the Contractor wants to close its list of patients, the Contractor must send a written application to that effect ("the Application") to the Department and the Application must include the following details:

- a) 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;
- b) details of any discussions between the Contractor and its patients and a summary of those discussions including whether or not, in the opinion of those patients, the list of patients should be *closed*;
- c) details of any discussions between the Contractor and the other contractors in the *practice area* and a summary of the opinion of the other contractors as to whether or not the list of patients should be *closed*;
- d) the period of time, being a period of not less than three months and not more than 12 months during which the Contractor wants its list of patients to be *closed*;
- e) any reasonable support from the Department which the Contractor considers would enable its list of patients to remain *open* or would enable the period of the proposed closure to be minimised;
- f) any plans which the Contractor may have to alleviate the difficulties mentioned in the Application during the period of the proposed closure in order for that list to reopen at the end of that closure period without the existence of those difficulties; and
- g) any other information which the Contractor considers ought to be drawn to the attention of the Department.

13.18.2 The Department must:

- a) acknowledge receipt of the Application before the end of the period of seven days beginning with the date on which the Department received the Application; and
- b) consider the Application and may request such other information from the Contractor as the Department requires to enable it to determine the Application.

13.18.3 The Department must enter into discussions with the Contractor concerning:

- a) the support which the Department may give to the Contractor; or
- b) any changes which the Department or the Contractor may make, which would enable the Contractor to keep its list of patients *open*.

13.18.4 The Department and Contractor must, throughout the period of the discussions referred to in clause 13.18.3 use reasonable endeavours to achieve the aim of keeping the *Contractor's list of patients open*.

13.18.5 The Department or the Contractor may, at any stage during the discussions, invite the *Local Medical Committee* for the area in which the Contractor provides services under the Contract to attend any meetings arranged between the Department and Contractor to discuss the Application.

13.18.6 The Department may consult such persons as it appears to the Department may be affected by the closure of the *Contractor's list of patients*, and if the Department does so, it must provide to the Contractor a summary of the views expressed by those persons consulted in respect of the Application.

13.18.7 The Department must enable the Contractor to consider and comment on all the information before the Department makes a decision in respect of the Application.

13.18.8 A Contractor may withdraw the Application at any time before the Department makes a decision in respect of that Application.

13.18.9 The Department must, before the end of the period of 21 days beginning with the date on which the Application was received by the Department (or within such longer period as the parties may agree), make a decision to:

- a) approve the Application and determine the date from which the closure of the Contractor's list is to take effect; or
- b) to reject the Application.

13.18.10 The Department must give notice in writing to the Contractor of its decision to

- a) approve the Application in accordance with clause 13.19; or
- b) the Application in accordance with clause 13.20.

13.18.11 A Contractor may not submit more than one application to close its list of patients in any period of 12 months beginning with the date on which the Department makes its decision on the Application unless:

- a) clause 13.20 applies; or
- b) there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.

13.19 Approval of an application to close a list of patients

13.19.1 Where the Department approves an application to close the *Contractor's list of patients*, the Department must:

- a) 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 clause 13.19.2; and
- b) at the same time as the Department gives notice to the Contractor, send a copy of the closure notice to:
 - i) the *Local Medical Committee* for the area in which the Contractor provides services under the Contract, and
 - iii) any person who the Department consulted in accordance with clause 13.18.6.

13.19.2 The closure notice must include:

- a) the period of time for which the *Contractor's list of patients* will be *closed* which must be:
 - i) the period specified in the application; or
 - ii) where the Department and Contractor have agreed in writing a different period, that different period, and in either case, the period must be not less than three months and not more than 12 months;
- b) the date on which the closure of the list of patients is to take effect ("the closure date"); and
- c) the date on which the list of patients is to re-open.

13.19.3 Subject to clause 13.21.11(b), a Contractor must close its list of patients with effect from the closure notice and the list of patients must remain *closed* for the duration of the closure period as specified in the closure notice.

13.20 Rejection of an application to close a list of patients

13.20.1 Where the Department rejects an application to close the *Contractor's list of patients* it must:

- a) give notice in writing to the Contractor of its decision as soon as possible including the Department's reasons for rejecting the application; and
- b) at the same time as it gives notice to the Contractor, send a copy of the notice to:
 - i) the *Local Medical Committee* for the area in which the Contractor provides services under the Contract, and
 - ii) any person who the Department consulted in accordance with clause 13.18.6.

13.20.2 Subject to clause (b), if the Department rejects an application from a Contractor to close a list of patients, the Contractor must not make a further application to close its list of patients until whichever is the later of:

- a) the end of the period of three months, beginning with the date on which the Department's decision to reject the application was made; or
- b) in a case where a dispute arising from the Department's decision to reject the application has been referred to the *NHS dispute resolution procedure*, the end of the period of three months, beginning with the date on which the final determination to reject the application was made in accordance with that procedure

(or any court proceedings).

13.20.3 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 the Contract.

13.21 Application for an extension of a closure period

13.21.1 The Contractor may apply to extend the closure period by sending a written application ("the Application") to that effect to the Department no later than eight weeks before the date on which the closure period is due to expire.

13.21.2 The application must include the following information:

- a) details of the options 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;
- b) the period of time during which the Contractor wants its list of patients to remain closed, (which extended period of desired closure must not be more than 12 months);
- c) details of any reasonable support from the Department which the Contractor considers would enable the Contractor's list of patients to re-open or would enable the proposed extension of the closure period to be minimised;
- d) details of any plans which 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 open at the end of the proposed extension of that period without the existence of those difficulties; and
- e) any other information which the Contractor considers ought to be drawn to the attention of the Department.

13.21.3 The Department must acknowledge receipt of the application before the end of the period of seven days beginning with the date on which the Department received the application.

13.21.4 The Department must consider the application and may request such other information from the Contractor as it requires in order to enable it to decide the application.

13.21.5 The Department may enter into discussions with the Contractor concerning:

- a) the support which the Department may give to the Contractor; or
- b) any changes which the Department or Contractor may make which would enable the Contractor to re-open its list of patients.

13.21.6 The Department must determine the application before the end of the period of 14 days beginning with the date on which the Department received that application (or before the end of such longer period as the parties may agree).

13.21.7 The Department 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.

13.21.8 Where the Department approves an application, the Department must:

- a) give notice in writing to the Contractor of its decision (“the extended closure notice”) which must include the details referred to in clause 13.21.9; and
- b) at the same time as it gives notice in writing to the Contractor, send a copy of the extended closure notice to:
 - i) the Local Medical Committee for the area in which the Contractor provides services under the Contract, and
 - ii) any person who the Department consulted in accordance with clause 13.18.6.

13.21.9 The extended closure notice must include:

- a) the period of time for which the *Contractor’s list of patients* is to remain *closed* which must be:
 - i) the period specified in the application; or
 - ii) where the Department and Contractor have agreed in writing a different period to the period specified in that application, that agreed period,

and in either case, the period (“the extended closure period”), must be not less than three months and not more than 12 months beginning with the date on which the extended closure notice is to take effect;

- b) the date on which the extended closure period is to take effect; and
- c) the date on which the *Contractor’s list of patients* is to re- open.

13.21.10 Where the Department rejects an application it must:

- a) Give notice in writing to the Contractor of its decision including its reasons for rejecting the application; and
- b) at the same time as it gives notice to the Contractor, send a copy of the notice to the *Local Medical Committee* for the area in which the Contractor provides services under the Contract.

13.21.11 Where an application is made in accordance with clauses 13.21.1 and 13.21.2, the *Contractor’s list of patients* is to remain *closed* pending whichever is the later of:

- a) the determination by the Department of that application; or
- b) in a case where a dispute arising from the Department’s decision to reject the application to extend the closure period has been referred to the *NHS dispute resolution procedure*, the Contractor ceasing to pursue that dispute through that procedure (or any court proceedings).

13.22 Re-opening of list of patients

13.22.1 The Contractor may re-open its list of patients before the expiry of the closure period if the Department and Contractor agree that the Contractor should do so.

13.23 Assignment of patients to lists: open lists

13.23.1 Subject to clause 13.25, the Department may assign a new patient to the Contractor whose list of patients is open.

13.23.2 Reserved in relation to an Assessment Panel

13.24 Application of clauses 13.24 to 13.29

13.24.1 Clauses 13.23 to 13.28 apply in respect of the assignment by the Department of a person as a new patient to a *Contractor's list of patients* where that person:

- a) has been refused inclusion in the *Contractor's list of patients* or has not been accepted as a *temporary resident* by the Contractor; and
- b) would like to be included in the list of patients of the Contractor in whose outer boundary area (as specified in clause 13.2.1) that person resides.

13.25 Factors relevant to assignments

13.25.1 When assigning a person as a new patient to a *Contractor's list of patients* under clause 13.23.1 the Department must have regard to:

- a) the preferences and circumstances of the person;
- b) the distance between the person's place of residence and the Contractor's *practice premises*;
- c) any request made by a contractor to remove the person from its list of patients within the preceding period of six months beginning with the date on which the application for assignment is received by the Department;
- d) whether, during the preceding period of six months beginning with the date on which the application for assignment is received by the Department, the person has been removed from a list of patients on the grounds referred to in:
 - i) clause 13.10 (relating to the circumstances in which a person may be removed from a contractor's list of patients at the request of the contractor or
 - ii) clause 13.11 (relating to the removal from the contractor's list of patients of persons who are violent),
- e) in a case to which clause (d)(ii) (or equivalent provisions as mentioned in clause (d)(iii)) apply), whether the Contractor has appropriate facilities to deal with such patients; and
- f) such other matters as the Department considers.

13.26 Assignment to closed lists: assignments of patients by the Department

13.26.1 Before the Department assigns a new patient to the Contractor who has a closed list, the Department must:

- a) enter into discussions with the Contractor regarding the additional support that the Department can offer the Contractor; and
- b) use its best endeavours to provide such support.

13.26.2 In the discussions referred to in clause 13.26.1(a), both parties must use reasonable endeavours to reach agreement.

13.26.3 The requirement in clause 13.26.1(a) to enter into discussions applies:

- a) to the first assignment of a patient to the Contractor; and

- b) to any subsequent assignment to that Contractor to the extent that it is reasonable and appropriate having regard to:
 - i) the numbers of patients who have been or may be assigned to it, and
 - ii) the period of time since the last discussions under clause 13.28.1 took place.

13.26.4 Where the Contractor and the Department do not come to an agreement a panel will be formed, with membership as follows:

- a) a Director of the Department
- b) a patient representative
- c) a member of the *LMC*

13.26.5 The panel will make a determination in relation to whether the patient should be assigned or not. That decision will be final.

14 PART 14

14.1 PRESCRIBING AND DISPENSING

14.1 Prescribing and Dispensing

14.1.1 The Contractor must comply with any directions given by *the Department* for the purposes of the *2001 Act* as to the drugs, medicines or other substances which may or may not be ordered for patients in the provision of medical services under the Contract. This includes all Department prescribing policies, including those made by the Clinical Recommendations Committee

14.1.2 The Contractor must comply with any directions given by *the Department* for the purposes of the *2001 Act* as to the drugs, medicines or other substances which may or may not be ordered for patients in the provision of medical services under the Contract. This includes locally developed policies in relation to 'drop lists'.

14.1.3 Indicative Prescribing Budget

Each Practice will comply with its indicative prescribing budget. Each Practice budget will be based on a set formulary with an agreed level of pharmacy support being made available to the Practice and Practices will be provided with supporting data.

14.2 Prescribing

14.2.1 The Contractor must ensure that:

- a) any *prescription form* or *repeatable prescription* issued or created by a *prescriber*, and
- b) any *home oxygen order form* issued by a *health care professional*; and
- c) any *listed medicines voucher* issued by a *prescriber* or any other person acting under the Contract,

complies as appropriate with the requirements in clauses 14.2.2 to 14.2.15, clauses 14.3.1 to 14.3.4 and clauses 14.5 to 14.8 and for which purposes, if the Contractor has contracted to provide contraceptive services, a reference to "drugs" includes contraceptive substances and a reference to "appliances" includes contraceptive appliances.

14.2.2 Subject to clause 14.2.4 and 14.2.5 and to clauses 14.6 to 14.7 a *prescriber* must order any drugs, medicines or appliances which are needed for the treatment of any patient who is receiving treatment under the Contract by:

- a) issuing to that patient a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 14.2.8; or
- b) creating and transmitting an *electronic prescription* in circumstances where clause 14.3.1 applies.

14.2.3 A *non-electronic prescription form*, *non-electronic repeatable prescription* or *electronic prescription* that is not for health service use must not be used in any circumstances other than those described in clause 14.2.2.

14.2.4 A *health care professional* must order any *home oxygen services* which are needed for the treatment of a patient who is receiving treatment under the Contract by issuing a *home oxygen order form*.

14.2.5 During an outbreak of an illness for which a *listed medicine* may be used for treatment or for prophylaxis, if:

- a) the Department has made arrangements for the distribution of a *listed medicine* free of charge; and;
- b) that *listed medicine* is needed for treatment or prophylaxis of any patient who is receiving treatment under the Contract,

a *prescriber* may, order that *listed medicine* by using a *listed medicines voucher*, which the *prescriber* must sign.

14.2.6 During an outbreak of an illness for which a *listed medicine* may be used for treatment or for prophylaxis, if:

- a) the Department has made arrangements for the distribution of a *listed medicine* free of charge;
- b) 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 of that *disease* or for prophylaxis;
- c) a person acting on behalf of the Contractor, who is not a *prescriber* but who is authorised by the Department to order *listed medicines*, has applied the criteria referred to in sub-clause (b) to a patient who is receiving treatment under the Contract; and
- d) having applied the criteria, that person has concluded that the *listed medicine* is needed for treatment or prophylaxis of that patient,

the person may order that *listed medicine* by using a *listed medicines voucher* and must sign that *listed medicine voucher* if one is used.

14.2.7 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.

14.2.8 In issuing any *non-electronic prescription form* or *non-electronic repeatable prescription* the *prescriber* must:

- a) 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* initials, or forenames, and surname; and
- b) only sign the prescription or *repeatable prescription* after particulars of the order have been inserted in the *prescription form* or *repeatable prescription*.

14.2.9 A *prescription form* or *repeatable prescription* must not refer to any previous *prescription form* or *repeatable prescription form*.

14.2.10 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 clauses 14.8.1 to 14.8.3.

14.2.11 A *home oxygen order form* must be signed by a *health care professional*.

14.2.12 Where a *prescriber* orders the drug buprenorphine or diazepam or a drug specified in Part 1 of Schedule 2 to the Misuse of Drugs Regulations 2001 (of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments)(Application)

order 2013) for supply by instalments for treating addiction to any drug specified in that Schedule, the *prescriber* must:

- a) use only the *prescription form* provided specially for the purposes of supply by instalments;
- b) specify the number of instalments to be dispensed and the interval between each instalment; and
- c) order only such quantity of the drug as will provide treatment for a period not exceeding 14 days.

14.2.13 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 clause 14.2.12.

14.2.14 In an urgent case, a *prescriber* may only request a *chemist* to dispense a drug or medicine before a *prescription form* or *repeatable prescription* is issued or created if:

- a) that drug or medicine is not a *Scheduled drug*;
- b) that drug is not a controlled drug within the meaning of Section 2 of the Misuse of Drugs Act 1976 (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 on importation, exportation and possession and subject to the requirements of regulations 24) and 26) to the Misuse of Drugs Regulations 2001 (of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments) (Application) Order 2013); and
- c) the *prescriber* undertakes to:
 - i) 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 clause 14.2.8, or
 - ii) transmit to the *Electronic Prescription Service* within 72 hours from the time of the request an *electronic prescription*.

14.2.15 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:

- a) that appliance does not contain a *Scheduled drug* or a controlled drug within the meaning of the Misuse of Drugs Act 1976 (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(of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments) (Application) Order 2013
- b) if the appliance is a *restricted availability appliance*, the patient is a person, or it is for a purpose, specified in the *Drug Tariff*; and
- c) the *prescriber* undertakes to:
 - i) provide the *chemist*, within 72 hours from the time of the request, with a *non-electronic prescription form* or a *non-electronic repeatable prescription* completed in accordance with clause 14.2.8, or
 - ii) transmit by the *Electronic Prescription Service* within 72 hours from the time of the request an *electronic prescription*.

14.3 Electronic prescriptions

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

- a) the Department authorises the Contractor to use the *Electronic Prescription Service*;
- b) the patient to whom the prescription relates has:
 - i) nominated one or more *dispensers*;
 - ii) confirmed the intention to use that *dispenser* (or one of them) for the purposes of obtaining the drugs, medicines or appliances ordered on the *electronic prescription* in question; and
 - iii) consented to the use of an *electronic prescription* on the particular occasion; and
- c) the prescription is not:
 - i) for a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1976 (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 Schedules 2 to 5 to the Misuse of Drugs Regulations 2001 (of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments) (Application) Order 2013; or
 - ii) bulk prescription issued for a school or institution under clauses 14.8.1 to 14.8.3.

14.3.2 A *health care professional* may not order *home oxygen services* by means of an *electronic prescription*.

14.3.3 In relation to a patient who is a *child* or an adult who lacks capacity to nominate a *dispenser*, clause 14.3.1(b) applies as if the reference to the patient to whom the prescription relates included a reference to:

- a) Where the patient is a *child*:
 - i) either *parent*, or in the absence of both *parents*, the guardian or other adult who has care of the patient.
 - ii) a person duly authorised by a local authority to whose care the patient has been committed under the Children and Young Persons Act 2001, or
 - iii) a person duly authorised by a voluntary organisation by which the patient is being accommodated under the Children and Young Persons Act 2001; or
- b) where the patient is an adult who lacks capacity to make such a request the patient's relative, *primary carer*, a donee of a lasting power of attorney granted by that person

14.3.4 A *prescriber* who orders drugs, medicines or appliances by means of an *electronic prescription* must in the case of:

- a) an *electronic repeatable prescription*, issue the patient, if the patient so requests, with a form provided by the Department for the purpose of recording details of that prescription and linked to that prescription by a number contained on the form; and
- b) an *electronic prescription form*, issue the patient, if the patient so requests, with a written record of the prescription which has been created.

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

14.4.1 If the Contractor is authorised to use the *Electronic Prescription Service* for its patients, it must enter into the particulars relating to that patient which are held in the Patient Demographic Service managed by the Health and Social Care Information Centre (of England),

- a) where the patient does not have a *nominated dispenser*, the *dispenser* chosen by that patient; and
- b) where the patient does have a *nominated dispenser*:
 - i) a replacement *dispenser*; or
 - ii) a further *dispenser*, chosen by the patient.

14.4.2 Clause 14.4.1(b)(ii) does not apply if the number of *nominated dispensers* would thereby exceed the maximum number permitted by the *Electronic Prescription Service*.

14.4.3 A request for the nomination of a *dispenser* may be made:

- a) where the patient is a *child*, on behalf of the patient:
 - i) by either *parent*, or in the absence of both *parents*, the guardian or other adult who has care of the patient,
 - ii) by a person duly authorised by a local authority to whose care the patient has been committed under the Children and Young Persons Act 2001, or
 - iii) by a person duly authorised by a voluntary organisation by which the patient is being accommodated under the Children and Young Persons Act 2001; or
- b) where the patient is an adult who lacks capacity to make such a request, by a relative or a *primary carer* of the patient, a donee of a lasting power of attorney granted by the patient.

14.4.4 The Contractor must:

- a) not seek to persuade a patient to nominate a *dispenser* recommended by the *prescriber* or the Contractor; and
- b) if asked by the patient to recommend a *chemist* whom the patient might nominate as the patient's *dispenser*, provide the patient with the list given to the Contractor by the Department of all *chemists* in the area who provide an *Electronic Prescription Service*.

14.5 Repeatable prescribing services

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

- a) satisfies the conditions specified in clause 14.5.2; and
- b) has given notice in writing to the Department of its intention to provide *repeatable prescribing services* in accordance with clauses 14.5.3 and 14.5.4.

14.5.2 The conditions specified in this clause are:

- a) the Contractor has access to computer systems and software which enable it to issue *non-electronic repeatable prescriptions* and *batch issues*; and
- b) the *practice premises* at which the *repeatable prescribing services* are to be provided are located in an 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*.

14.5.3 The notice given under clause 14.5.1(b) must confirm that the Contractor:

- a) wants to provide *repeatable prescribing services*; and
- b) intends to begin to providing those services from a specified date; and
- c) satisfies the conditions specified in clause 14.5.2.

14.5.4 The date specified by the Contractor under clause 14.5.3(b) must be at least ten days after the date on which the notice under clause 14.5.1(b) was given.

14.5.5 Nothing in clauses 14.5.1 to 14.5.8 requires the Contractor or *prescriber* to provide *repeatable prescribing services* to any person.

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

- a) the person has agreed to receive such services on that occasion; and
- b) the *prescriber* considers that it is clinically appropriate to provide such services to that person on that occasion.

14.5.7 Reserved.

14.5.8 The persons specified in this clause are:

- a) if the Contract is with an individual medical practitioner, that medical practitioner;
- b) if the Contract is with a partnership, any medical practitioner who is a partner in the partnership;
- c) if the Contract is with a company limited by shares, any medical practitioner who is a legal and beneficial shareholder in that company; or
- d) any medical practitioner employed or engaged by the Contractor.

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

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

- a) in the case of a *non-electronic repeatable prescription*:
 - i) give notice to the person; and
 - ii) make reasonable efforts to give notice to the *chemist* providing *repeat dispensing services* to the 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

- b) in the case of an *electronic repeatable prescription*:
 - i) arrange with the *Electronic Prescription Service* for the cancellation of the original *repeatable prescription*; and
 - ii) create a replacement *electronic repeatable prescription* relating to that person

and give notice to that person that this has been done.

14.5.11 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:

- a) 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 *electronic repeatable prescription* or no longer safe and appropriate for the person to continue to receive *repeatable prescribing services*;
- b) the *prescriber* has issued the person with a *non-electronic repeatable prescription* in place of the *electronic repeatable prescription*; or
- c) it comes to the *prescriber's* notice that that person has been removed from the list of patients of the Contractor on whose behalf the prescription was issued.

14.5.12 Where a prescriber has cancelled an electronic repeatable prescription relating to a person in accordance with clause 14.5.11, the *prescriber* must give notice of the cancellation to the person as soon as possible.

14.5.13 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*:

- a) 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*;
- b) 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 clause 14.5.10(a) (for example, because the person wants to obtain the drugs, medicines or appliances from a different *chemist*); or
- c) 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.

14.5.14 Where the circumstances in clause 14.5.13 apply in respect of a person, the *prescriber* must as soon as possible give notice to that person that their *repeatable prescription* should no longer be used to obtain *repeat dispensing services*.

14.6 Restrictions on prescribing by medical practitioners

14.6.1 A medical practitioner, in the course of treating a patient to whom the practitioner is providing treatment under the Contract, must comply with the following clauses.

14.6.2 The medical practitioner must not order on a *listed medicines voucher*, *prescription form* or a *repeatable prescription* a drug, medicine or other substance specified in any directions given by the Department as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services under the Contract.

14.6.3 The medical practitioner must not order on a *listed medicines voucher*, a *prescription form* or *repeatable prescription* a drug, medicine or other substance specified in any directions given by the Department as being a drug, medicine or other substance which can only be ordered for specified patients and specified

purposes unless:

- a) the patient is a person of the specified description;
- b) that drug, medicine or other substance is prescribed for that patient only for the specified purpose; and
- c) if the order is on a *prescription form*, the practitioner includes on the form:
 - i) the reference "SLS", or
 - ii) if the order is under arrangements made by the Department for the distribution of a *listed medicine* free of charge, the reference "ACP".

14.6.4 The medical practitioner must not order on a *prescription form* or *repeatable prescription* a *restricted availability appliance* unless:

- a) the patient is a person, or it is for a purpose, specified in the *Drug Tariff*; and
- b) the practitioner includes on the *prescription form* the reference "SLS",

but may, subject to clause 19.1.1(b), prescribe such an appliance for that patient in the course of that treatment under a private arrangement.

14.6.5 The medical practitioner must not order on a *repeatable prescription* a controlled drug within the meaning of the Misuse of Drugs Act 1976 (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 excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) 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 (of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments) Application Order 2013).

14.6.6 Subject to clause 19.1.1(b) and to clause 14.6.7, nothing in the preceding clauses prevents a medical practitioner, in the course of treating a patient to whom clause 14.6 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 1976 (which relates to controlled drugs and their classification for the purposes of that Act) (of Parliament) (as applied to the Island by the Misuse of Drugs (Miscellaneous Enactments) (Application) Order 2013 for the treatment of that patient under a private arrangement.

14.6.7 Where, under clause 14.6.6, 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:

- a) 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 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 2006, it may be transmitted by the *Electronic Prescription Service*; but
- b) 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 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 2006 it must be transmitted by the *Electronic Prescription Service*.

14.7 Restrictions on prescribing by *supplementary prescribers*

14.7.1 Where the Contractor employs or engages a *supplementary prescriber* and that person's functions include prescribing, the Contractor must have arrangements in place to secure that a *supplementary prescriber* may only –

- a) issue or create a prescription for a *prescription only medicine*;
- b) administer a *prescription only medicine* for parenteral administration; or
- c) give directions for the administration of a *prescription only medicine* for parenteral administration,

as a *supplementary prescriber* under the conditions set out in clause 14.7.2.

14.7.2 The conditions referred to in this clause are that –

- a) the person satisfies the conditions set out in article 3B of the Prescription Only Medicines (Human Use) Order 1997/1830 (as applied by the Prescription Only Medicines (Human Use) Order 1997 (unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;
- b) the medicine is not specified in any directions given by *the Department* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract;
- c) the medicine is not specified in any directions given by *the Department* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless –
 - i) the patient is a person of the specified description,
 - ii) the medicine is prescribed for that patient only for the specified purposes, and
 - iii) if the *supplementary prescriber* is issuing or creating a prescription on a *prescription form*, the *prescriber* includes on the form
 - (aa) the reference "SLS" or,
 - (bb) in the case of a *listed medicine* ordered under arrangements made by *Department* for the medicine's distribution free of charge, the reference "ACP".

14.7.3 Where the functions of a *supplementary prescriber* include prescribing, the Contractor must have arrangements in place to secure that that person may only issue or create a prescription for –

- a) an appliance; or
- b) a medicine which is not a *prescription only medicine*,

as a *supplementary prescriber* under the conditions set out in clause 14.7.4.

14.7.4 The conditions referred to in this clause are that –

- a) the *supplementary prescriber* acts in accordance with a clinical management plan which is in effect at the time when that *prescriber* acts and which contains the following particulars –
 - i) the name of the patient to whom the plan relates,
 - ii) the illness or conditions which may be treated by the *supplementary prescriber*,
 - iii) 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,

- iv) reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,
 - v) 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,
 - vi) relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,
 - vii) the arrangements for notification of –
 - (aa) 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,
 - (bb) incidents occurring with the appliance which might lead, might have led or have led to the death or serious deterioration of state of health of the patient, and
 - viii) 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;
- b) the *supplementary prescriber* has access to the health records of the patient to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan;
 - c) if it is a prescription for a *prescription only medicine*, that *prescription only medicine* is not specified in any directions given by the Department as being a medicine which may not be ordered for patients in the provision of medical services under the Contract;
 - d) if it is a prescription for a *prescription only medicine* which is not specified in any directions given by *the Department* as being a medicine which can only be ordered for specified patients and specified purposes unless –
 - i) the patient is a person of the specified description,
 - ii) the medicine is prescribed for that patient only for the specified purposes, and
 - iii) when issuing or creating the prescription, the *supplementary prescriber* includes on the *prescription form* the reference "SLS";
 - e) if it is a prescription for an appliance, the appliance is listed in Part IX of the *Drug Tariff*; and
 - f) if it is a prescription for a *restricted availability appliance* –
 - i) the patient is a person of a description mentioned in the entry in Part IX of the *Drug Tariff* in respect of that appliance,
 - ii) the appliance is prescribed only for the purposes specified in respect of that person in that entry, and
 - iii) when issuing or creating the prescription, the *supplementary prescriber* includes on the *prescription form* the reference "SLS".

14.7.5 In clause 14.7.4, "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:

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

14.8 Bulk prescribing

14.8.1 A *prescriber* may use a single *non-electronic prescription form* where:

- a) the Contractor is responsible under the Contract for the treatment of ten or more persons in a school or other institution in which at least 20 persons normally reside, and
- b) a *prescriber* orders, for any two or more of those persons for whose treatment the Contractor is responsible, drugs, medicines or appliances to which this clause 14.8 applies.

14.8.2 Where a *prescriber* uses a single *non-electronic prescription form* for the purpose mentioned in clause 14.8.1(b), 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:

- a) the name of the school or institution in which those persons reside; and
- b) the number of persons residing there for whose treatment the Contractor is responsible.

14.8.3 Clauses 14.8.1 and 14.8.2 apply to any drug, medicine or appliance which can be supplied as part of pharmaceutical services or *local pharmaceutical services* and which in the case of:

- a) a drug or medicine, is not a *prescription only medicine*; or
- b) an appliance, does not contain such a product.

14.9 Excessive prescribing

14.9.1 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 the patient.

14.9.2 In considering whether a Contractor has breached its obligations under 14.9.1, the Department must seek the views of the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract.

14.10 Arrangements for Pharmaceutical Services

14.10.1 Reserved in relation to dispensing doctors

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

14.11.1 Subject to clauses 14.11.2 and 14.11.3, the Contractor:

- a) must provide to a patient any drug, medicine or appliance, which is not a *Scheduled drug*, where such provision is needed for the immediate treatment of the patient before provision can otherwise be obtained; and

- b) may provide to a patient a drug, medicine or appliance, which is not being a *Scheduled drug*, which the Contractor personally administers or applies to the patient,

14.11.2 The Contractor must only provide a *restricted availability appliance* under clause 14.11.1 if it is for a person or a purpose specified in the *Drug Tariff*.

14.11.3 Nothing in clause 14.11.1 authorises a person to supply a *prescription only medicine* to a patient otherwise than in accordance with Part 1 of the Medicines Act 2003, or any regulations or orders made under that Act.

14.12 Medicines Management/Prescribing Incentive Scheme

Practices will:

- a) partake in the Medicines Management Scheme. The Scheme will include, not exclusively, an evaluation of safety monitoring.
- b) Agree to meet with the Department's Pharmaceutical Adviser and GP Adviser at least twice a year
- c) Assist the Department employed pharmacist in relation to Polypharmacy - Reviewing patients on more than 6 medications within the year with a view to rationalising prescribing
- d) To have an identified prescribing lead within each practice
- e) Each Practice will be given an Indicative budget, with the expectation that the Practice will live within that budget
- f) have a plan for effective prescribing which will be agreed with the Department's Pharmaceutical Adviser
- g) Utilise optimise or other decision support software and use the Department's escalation procedure for any operational issues before temporarily disabling the system. Any system which has been temporarily disabled should be switched back on once the operational issue has been resolved
- h) Engage with the Department in relation to the future configuring of Primary Care services
- i) Adhere to the primary care (or all-island) formulary as and when developed

15 PART 15

15.1 Persons Who Perform Services

15.1 Qualifications of performers

15.1.1 Subject to clause 15.1.2, a medical practitioner may not perform clinical services under the Contract unless that medical practitioner is:

- a) included in the *medical performers list*;
- b) not suspended from that list or from the *Medical Register*; and
- c) not subject to interim suspension under section 41A of the Medical Act 1983 (interim orders) (an Act of Parliament).

15.1.2 Clause 15.1.1 does not apply to any medical practitioner who is an exempt medical practitioner within the meaning of clause 15.1.3 but only in so far as any medical services that the medical practitioner performs constitute part of a post-registration programme.

15.1.3 For the purposes of clause 15.1, an "exempt medical practitioner" is:

- a) a medical practitioner employed by an NHS trust, an NHS foundation trust, a *Health Department*, who is providing services other than *primary medical services* at the *practice premises*;
- b) a person who is provisionally registered under section 15 (provisional registration), 15A (provisional registration for EEA nationals) (an Act of Parliament) or 21 (provisional registration) of the Medical Act 1983, and who is acting in the course of that person's employment in a resident medical capacity in a programme;
- c) a *GP Specialty Registrar* who has applied to the Department to be included in its *medical performers list* until the occurrence of the first of the following events arises:
 - i) the Department gives notice to the *GP Specialty Registrar* of its decision on that application; or
 - ii) the end of a period of three months, beginning with the date on which that *GP Specialty Registrar* begins a postgraduate medical education and training scheme necessary for the award of a *CCT*; or
- d) a medical practitioner, who:
 - i) is not a *GP Specialty Registrar*;
 - ii) is undertaking a post-registration programme of clinical practice supervised by the General Medical Council;
 - iii) has given notice to the Department of the intention to undertake part or all of a post-registration programme in England at least 24 hours before commencing any part of that programme; and
 - iv) has, with the notice given, provided the Department with evidence sufficient for the Department to satisfy itself that the medical practitioner is undergoing a post-registration programme,

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

15.1.4 A *health care professional* (other than one to whom clauses 15.1.1 and 15.1.2 apply) may not perform clinical services under the Contract unless:

- a) that person is registered with the professional body relevant to that person's profession; and
- b) that registration is not subject to a period of suspension.

15.1.5 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 in so far as they are relevant to the Contract.

15.1.6 A *health care professional* may not perform any clinical services under the Contract unless that person has such clinical experience and training as are necessary to enable the person to properly perform such services.

15.2 Conditions for employment and engagement

15.2.1 Subject to clauses 15.2.2 and 15.2.3, the Contractor may not employ or engage a medical practitioner (other than an exempt medical practitioner within the meaning of clause 15.1.3) unless:

- a) that practitioner has provided the Contractor with documentary evidence that the practitioner is entered in the *medical performers list*; and
- b) the Contractor has checked that the practitioner meets the requirements in clause 15.1.1.

15.2.2 Where:

- a) the employment or engagement of a medical practitioner is urgently needed; and
- b) it is not possible for the Contractor to check the matters referred to in clause 15.1.1 in accordance with clause 15.2.1(b) 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.

15.2.3 Where the prospective employee is a *GP Specialty Registrar*, the requirements set out in clause 15.2.1 apply with modifications so that:

- a) the *GP Specialty Registrar* is treated as having provided documentary evidence of the *GP Specialty Registrar's* application to the Department for inclusion on the *medical performers list*; and
- b) confirmation that the *GP Specialty Registrar's* name appears on that list is not required until the end of the first two months of the *GP Specialty Registrar's* training period.

15.2.4 Subject to clause 15.2.5, a Contractor may not employ or engage a *health care professional* to perform clinical services under the Contract unless:

- a) the Contractor has checked that the *health care professional* meets the requirements of clause 15.1.4; and
- b) the Contractor has taken reasonable steps to satisfy itself that the *health care professional* meets the requirements in clause 15.1.6.

15.2.5 Where:

- a) the employment or engagement of a *health care professional* is urgently needed; and
- b) it is not possible for the Contractor to check that the *health care professional* meets the requirements referred to in clause 15.1.4 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 days whilst such checks are undertaken.

15.2.6 When considering a *health care professional's* experience and training pursuant to clause 15.2.4(b), the Contractor must, in particular, have regard to:

- a) any post-graduate or post-registration qualification held by the *health care professional*, and
- b) any relevant training undertaken, and any relevant clinical experience gained, by the *health care professional*.

15.2.7 The Contractor may not employ or engage a *health care professional* to perform clinical services under the Contract (other than an exempt medical practitioner to whom clause 15.1.3(d) applies unless:

- a) that person has provided two clinical references, relating to two recent posts (which may include any current post) as a *health care professional* which lasted for three months without a significant break, or where this is not possible, a full explanation and alternative referees; and
- b) the Contractor has checked and is satisfied with the references.

15.2.8 Where:

- a) the employment or engagement of a *health care professional* is urgently needed; and
- b) it is not possible for the Contractor to obtain and check the references in accordance with clause 15.2.7(b) before employing or engaging that *health care professional*, 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.

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

15.2.10 The Contractor must, before employing or engaging any person to assist it in the provision of services under the Contract, 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.

15.2.11 When considering the competence and suitability of any person for the purpose of clause 15.2.10, the Contractor must have regard, in particular, to that person's:

- a) academic and vocational qualifications;
- b) education and training; and

- c) previous employment or work experience.

15.3 Training

15.3.1 The Contractor must ensure that for any *health care professional* who is:

- a) performing clinical services under the Contract; or
- b) employed or engaged to assist in the performance of such 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.

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

15.4 Terms and conditions

15.4.1 The Contractor may only offer employment to a *general medical 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 2004 (this document is available on the NHS Employers website at <http://www.nhsemployers.org/PayAndContracts/GeneralMedicalServicesContract/GMSContractChanges/gmscontract200304/Pages/NewGMSContract200304.aspx>).

15.5 Arrangements for *GP Specialty Registrars*

15.5.1 The Contractor may only employ a *GP Specialty Registrar* subject to the conditions specified in clause 15.5.2.

15.5.2 The conditions specified in this subclause 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 the Contract or for which other staff assist those practitioners in the performance of those services.

15.5.3 Where the Contractor employs a *GP Specialty Registrar*, the Contractor must

- a) offer that *GP Specialty Registrar* terms of employment in accordance with such rates, and subject to such conditions, as are approved by *the Department* concerning the grants, fees, travelling and other allowances payable to *GP Specialty Registrars*; and
- b) take into account the guidance contained in the document entitled "A Reference Guide For Postgraduate Specialty Training in the UK".

15.6 Notification requirements in respect of relevant prescribers

15.6.1 For the purposes of this clause 15.6, "a relevant prescriber" is:

- a) a *chiropodist or podiatrist independent prescriber*;
- b) an *independent nurse prescriber*;
- c) a *pharmacist independent prescriber*;
- d) a *physiotherapist independent prescriber*; and
- e) a *supplementary prescriber*.

15.6.2 The Contractor must give notice to the Department where:

- a) a relevant prescriber is employed or engaged by the Contractor to perform functions which include prescribing;
- b) a relevant prescriber is a party to the Contract whose functions include prescribing; or
- c) the functions of a relevant prescriber whom the Contractor already employs or has already engaged are extended to include prescribing.

15.6.3 The notice under clause 15.6.2 must be given in writing to the Department before the expiry of the period of seven days beginning with the date on which

- a) the relevant prescriber was employed or engaged by the Contractor or, as the case may be, became a party to the Contract (unless, immediately before becoming such a party, clause 15.6.2(a) applied to that relevant prescriber); or
- b) the functions of the relevant prescriber were extended to include prescribing.

15.6.4 The Contractor must give notice to the Department where:

- a) the Contractor ceases to employ or engage a relevant prescriber in the Contractor's *practice* whose functions include prescribing in the Contractor's *practice*;
- b) a relevant prescriber ceases to be a party to the Contract;
- c) 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
- d) the Contractor becomes aware that a relevant prescriber whom it employs or engages has been removed or suspended from the *relevant register*,

it must notify the Department by the end of the second working day after the day on which the event occurred.

15.6.5 The notice under clause 15.6.4 must be given in writing to the Department before the end of the second working day after the day on which an event described in sub-clauses 15.6.4(a) to 15.6.4(d) occurred in relation to the relevant prescriber.

15.6.6 The Contractor must provide the following information when it gives notice to the Department in accordance with clause 15.6.2:

- a) the person's full name;
- b) the person's professional qualifications;
- c) the person's identifying number which appears in the *relevant register*;
- d) 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;
- e) the date on which:

- i) the person was employed or engaged (if applicable),
- ii) the person became a party to the Contract (if applicable), or
- iii) the functions of the person became to prescribe in its *practice*.

15.6.7 The Contractor must provide the following information when it gives notice to the Department in accordance with clause 15.6.4:

- a) the person's full name;
- b) the person's professional qualifications;
- c) the person's identifying number which appears in the *relevant register*;
- d) the date on which:
 - i) the person ceased to be employed or engaged in the Contractor's *practice*,
 - ii) the person ceased to be a party to the Contract,
 - iii) the functions of the person were changed so as to no longer include prescribing in the Contractor's *practice*, or
 - iv) the person was removed or suspended from the *relevant register*.

15.7 Signing of documents

15.7.1 The Contractor must ensure:

- a) that the documents specified in clause 15.7.2 include:
 - i) the clinical profession of the *health care professional* who signed the document; and
 - ii) the name of the Contractor on whose behalf the document is signed; and
- b) that the documents specified in clause 15.7.3 include the clinical profession of the *health care professional* who signed the document.

15.7.2 The documents specified in this clause are:

- a) certificates issued in accordance with clause 17.1 unless regulations relating to particular certificates provide otherwise; and
- b) any other clinical documents, apart from:
 - i) *home oxygen order forms*, and
 - ii) those documents specified in clause 15.7.3.

15.7.3 The documents referred to in this clause are *batch issues*, *prescription forms* and *repeatable prescriptions*.

15.7.4 Reserved

15.8 Appraisal and assessment

15.8.1 The Contractor must ensure that any medical practitioner performing services under the Contract:

- a) participates in the appraisal system provided by the Department, unless that medical practitioner participates in an appropriate appraisal system provided by another *health service body*; and
- b) co-operates with the Department in relation to the Department 's patient safety functions.

15.8.2 The Department must provide an appraisal system for the purposes of clause 15.8.1(a) after consultation with the *Local Medical Committee* for the area in which the practitioner provides services under the Contract and such other persons as appear to it to be appropriate.

15.9 Sub-contracting of clinical matters

15.9.1 Subject to clause 15.9.2, the Contractor must not sub-contract any of its rights or duties under the Contract in relation to clinical matters to any person unless:

- a) in all cases, including those duties relating to out of hours services to which fall within clauses 15.10.1 to 15.10.15 it has taken reasonable steps to satisfy itself that:
 - i) it is reasonable in all the circumstances to do so and
 - ii) the person to whom any of those rights or duties are sub-contracted is qualified and competent to provide the service; and
- b) except in cases which fall within clauses 15.10.1 to 15.10.15, the Contractor has given notice in writing to the Department 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.

15.9.2 Clause 15.9.1(b) does not apply to a contract for services with a *health care professional* for the provision by that professional personally of clinical services.

15.9.3 A notice given under clause 15.9.1(b) must include:

- A the name and address of the proposed sub-contractor;
- B the duration of the proposed sub-contract;
- C the services to be covered by the proposed sub-contract; and
- D the address of any premises to be used for the provision of services under the proposed sub-contract.

15.9.4 On receipt of a notice given under clause 15.9.1(b), the Department may request such further information relating to the proposed subcontract as appears to it to be reasonable and the Contractor must supply such information to the Department promptly.

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

- a) the Department gives notice in writing of its objection to the sub- contract on the grounds that the sub-contract would:
 - i) put the safety of patients at serious risk, or
 - ii) put the Department at risk of material financial loss;

and notice is given by the Department before the end of the period of 28 days beginning with the date on which the Department received a notice from the Contractor under clause 15.9.1(b), or

- b) the sub-contractor would be unable to meet the Contractor's obligations under the Contract.

15.9.6 A notice given by the Department under clause 15.9.5, must include a statement of the reasons for the Department's objection.

15.9.7 Clauses 15.9.1 and 15.9.3 to 15.9.6 also apply in relation to any renewal or material variation of a sub-contract in relation to clinical matters.

15.9.8 Where the Department does not give notice of an objection under clause 15.9.5, the parties to the Contract are deemed to have agreed to a variation of the Contract which has the effect of adding to the list of *practice premises* any premises the address of which was notified to the Department under clause 15.9.3(d) and clause 26.1.1 does not apply.

15.9.9 A sub-contract entered into by the Contractor must prohibit the sub-contractor from sub-contracting the clinical services it has agreed with the Contractor to provide under the sub-contract.

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

- a) wholly or partly owned by the Contractor, or by any former or current employee of, or partner or shareholder in, the Contractor;
- b) formed by or on behalf of the Contractor, or from which the Contractor derives or may derive a pecuniary benefit; or
- c) 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 that company or firm is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of the goodwill of a medical practice in section 5 of the NHS Act 2001 (the Act) or any Regulations made wholly or partly under those provisions of the *2001 Act*.

15.10 **Reserved for Sub-contracting of out of hours services**

16 PART 16

16.1 Records, Information, Notification and Rights of Entry

16.1 Patient records

16.1.1 In this part, "computerised records" means records created by way of entries on a computer.

16.1.2 The Contractor must keep adequate records of its attendance on and treatment of its patients and must do so:

- a) on forms supplied to it for the purpose by the Department ; or
- b) with the written consent of the Department, by way of computerised records,

or in a combination of those two ways.

16.1.3 The Contractor must include in the records referred to in clause 16.1.2, clinical reports sent in accordance with clause 7.10 or from any other *health care professional* who has provided clinical services to a person on the *Contractor's list of patients*.

16.1.4 The consent of the Department required by clause 16.1.2(b) may not be withheld or withdrawn provided the Department is satisfied, and continues to be satisfied, that:

- a) the computer system upon which the Contractor proposes to keep the records has been accredited by *the Department*
- b) the security measures, audit and system management functions incorporated into the computer system as accredited in accordance with sub-clause (a) have been enabled; and
- c) the Contractor is aware of, and has signed an undertaking that it will have regard to, the guidelines contained in "The Good Practice Guidelines for GP electronic patient records (version 4)" published on 21st March 2011 (this document is available at <http://www.gov.uk/government/publications/the-good-practice-guidelines-for-gp-electronic-patient-records-version-4-2011>).

16.1.5 Where the patient's records are computerised records, the Contractor must, as soon as possible following a request from the Department , allow the Department 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 16.1.4(b) to the extent necessary for the Department to confirm that the audit function is enabled and functioning correctly.

16.1.6 Where a person on the *Contractor's list of patients* dies, the Contractor must send the complete records relating to that patient to the Department

- a) In a case where the Contractor was informed by the Department of that patient's death, before the end of the period of 14 days beginning with the date on which the Contractor was so informed; or
- b) in any other case, before the end of the period of one month beginning with the date on which the Contractor learned of the patient's death,

[and the Contractor's obligations pursuant to this clause, and clause 16.1.7 below will survive the termination or expiry of the Contract].

16.1.7 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 Department:

- a) the complete records, or any part of the records, sent via the *GP2GP facility* in accordance with clause 16.3 for which the Contractor does not receive confirmation of safe and effective transfer via that facility; and
- b) any part of the records held by the Contractor only in paper form.

16.1.8 Where a patient on a Contractor's list of patients:

- a) is removed from that list at that patient's request under clause 13.9, or by reason of the application of any of clause 13.10 to 13.16; and
- b) 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 Department

16.1.9 Where a Contractor's responsibility for a patient terminates in accordance with clause 13.17, the Contractor must send any records relating to that patient that it holds to:

- a) if known, the provider of *primary medical services* with which that patient is registered; or
- b) in all other cases, the Department.

16.1.10 Where the Contractor's patient 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 16.1.4(b).

16.2A Reserved in relation to the English Summary Care Record

16.2B Data Sharing

The Contractor will share information with relevant Health Care Professionals, with the appropriate data sharing agreements being in place and subject to the provisions of GDPR.

16.2C DATA PROTECTION LEGISLATION

16.2.C1 The Contractor shall at all times comply with the Data Protection Legislation and the Caldicott Principles, including, where appropriate, maintaining a valid and up to date registration or notification under the Data Protection Act 2002.

16.2.C2 The Contractor and the Department warrant that they will duly observe and co-operate with each other to ensure the observance of all their obligations under Data Protection Legislation which arise in connection with this Agreement and shall sign the DSA on or as soon as possible after the date hereof.

16.2.C3 Where in the course of performing this Agreement the Contractor has access to personal data for which the Department is the controller as defined by the Data Protection Legislation, the Contractor must ensure that such data is used only for the purpose of performing the Agreement. The Contractor will provide appropriate technical and organisational measures against unauthorised or unlawful processing, sharing and/or accidental loss or destruction of, or damage to, such data including signing the DSA.

16.2C.4 The Contractor shall do all things reasonably within its power to facilitate the Department's compliance, in connection with this Agreement, with the Department's obligations under the Freedom of Information Act 2015(FOIA) and comply with any reasonable request from the Commissioner for that purpose within ten (10) Working Days of the request being made.

16.2C.5 For the purpose of this Agreement confidential information will exclude any information that the Department is obliged to disclose to a person under the provisions of the FOIA and any codes of practice and guidance issued by Isle of Man Government.

16.2C.6 The Contractor shall not disclose Personal Data to any third parties other than:

- a) to employees, sub-Contractors and other persons to whom such disclosure is reasonably necessary in order to carry out the Services; or
- b) to the extent required under a court order; or
- c) to the extent required under any other legal obligation as permitted in the Data Protection Legislation

provided that the Contractor shall give notice in writing to the Department of any disclosure of Personal Data it or a sub-Contractor may make under sub-Clause 0(b) immediately it is aware of such a requirement.

16.2C.7 The Contractor shall indemnify and keep indemnified the Department against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Clause 0 (DATA PROTECTION LEGISLATION) by the Contractor and/or any act or omission of any sub-Contractor.

16.2C.8 The Contractor is required to comply with the obligations set out in the Data Protection Legislation including but not limited to the data protection principles as set out in such legislation and particularly ensuring integrity and confidentiality with any measures required to be implemented against misuse or loss or damage thereto.

16.2C.9 In this Clause 06.3A (DATA PROTECTION LEGISLATION) "**Personal Data**" means personal data as defined in the Data Protection Legislation which is supplied to the Contractor by the Department or obtained by the Provider in the course of performing the Services.

16.2C.10 To the extent permitted by law, the Contractor shall grant to the Department the right of reasonable access to all records of personal data and shall provide reasonable assistance at all times during the currency of this Agreement to enable the Department to ensure the quality and security of data collected.

16.2C.11 The Parties shall comply with the obligations, warranties and undertakings contained in the DSA.

16.3 Electronic transfer of patient records between GP practices

16.3.1 The Contractor must use the facility known as "GP2GP" for the safe and effective transfer of any patient records:

- a) in a case where a new patient registers with the Contractor's *practice*, to the Contractor's *practice* from the practice of another provider of *primary medical services* (if any) with which the patient was previously registered; or
- b) 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.

16.3.2 The requirement in clause 16.3.1 does not apply in the case of a *temporary resident*.

16.4 Clinical correspondence: requirement for NHS number

16.4.1 The 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.

16.4.2 The requirement in clause 16.4.1 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*.

16.5 Patient online Services

16.5.1 The Contractor must promote and offer to its *registered patients* the facility for a patient to:

- a) book, view, amend, cancel and print appointments online;
- b) order repeat prescriptions for drugs, medicines or appliances online; and
- c) 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* using appropriate systems authorised by the Department.

16.5.2 The requirements in clause 16.5.1 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*.

16.5.3 A Contractor must, when complying with the requirement in clause 16.5.1(a), consider whether it is necessary, in order to meet the reasonable needs of its *registered patients*, to take action to increase the proportion of appointments which are available for its *registered patients* to book online and, if so, take such action. At least 50% of appointments must be available on line.

16.5.4 The Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its patients are held on the Contractor's computerised clinical systems, the facility for a patient to:

- a) access online any summary information derived from the patient's medical records and any other data which the Contractor has agreed that the patient may access; and
- b) view online, electronically export or print any summary information derived from the

patient's medical records and any other data which the Contractor has agreed that the patient may access.

16.5.5 The Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its *registered patients* are held on the Contractor's computerised clinical systems, the facility for any such patient to access online all information from the patient's medical record which is held in coded form unless:

- a) in the reasonable opinion of the Contractor, access to such information would not be in the patient's best interests because it is likely to cause serious harm to:
 - i) the patient's physical or mental health, or
 - ii) the physical or mental health of any other person;
- b) the information includes a reference to any third party who has not consented to its disclosure; or
- c) the information in the patient's medical record contains a free text entry and it is not possible under the Contractor's computerised clinical systems to separate that free text entry from other information in that medical record which is held in coded form.

16.5.6 The requirements in clause 16.5.4:

- a) 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 clause 16.5.4; and
- b) only apply until such time as the Contractor is able to fully comply with the requirements in clause 16.5.5.

16.5.7 The requirements in clause 16.5.5 do not apply where the Contractor does not have access to GPSOC accredited computer systems and software which would enable it to offer the online services described in that clause to its *registered patients*; and

16.5.8 Where the Contractor has a *practice* website, the Contractor must also promote and offer to its *registered patients* the facility referred to in clauses 16.5.1(a) and 16.5.1(b) on that *practice* website.

16.5.9 The Contractor must attain 20% uptake of its registered patients for patient on-line services by 30th September 2018.

16.6 Confidentiality of personal data

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

16.7 Practice leaflet

16.7.1 The Contractor must:

- a) compile a *practice leaflet* which must include the information specified in Schedule 3;
- b) review its *practice leaflet* at least once in every period of 12 months and make any amendments necessary to maintain its accuracy; and

16.7.1.1 make available a copy of the leaflet, and any subsequent updates, to its patients and

prospective patients.

16.7.2 Where the Contractor has a website, the Contractor must publish on that website details of the *practice area* specified in clause 13.2.1 by reference to a sketch diagram, plan or postcode.

16.7A **Friends and Family Test**

16.7A.1 The Contractor 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*.

16.7A.2 The Contractor must:

16.7A.2.1 report the results of completed *friends and family tests* to the Department; and

16.7A.2.2 publish the results of such completed Tests.

16.8 **Provision of information**

16.8.1 Subject to clause 16.8.2, the Contractor must, at the request of the Department, produce to the Department or to a person authorised in writing by the Department or allow it, or a person authorised in writing by it, to access, **on request**: any information which is **reasonably** required by the Department for the purposes of or in connection with the Contract; and the provision of health services.

16.8.2 Reserved

16.8.3 The Contractor will make available to the Department, information in relation to patient access to primary medical services at the Contractor's Practice as may reasonably be required in relation to the Contract.

16.8.3A The Contractor will make available, for the Department to access data, in relation to the Key Performance Indicators set out in Schedule 4 of this Contract.

16.8.4A The contractor will record significant incidents and complaints and report them to the Department. Both significant events and complaints will be reported when they occur and then followed up by information regarding the investigation. The Department will commit to feeding back to Practices any responses received along with a general over-view of learning in this area.

16.8.4B The Contractor must produce the information requested, or, as the case may be, allow the Department access to such information:

- a) by such date as has been agreed as reasonable between the Contractor and the Department ; or
- b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request is made.

16.8A **Reserved for Publication of earnings information Reserved**

16.8B **Provision of information: GP access data**

16.8B The Contractor must enable the Department to collect such information relating to patient access to *primary medical services* at the Contractor's *practice*

("GP access data") as the Department may reasonably require for the purposes of, or in connection with, the Contract.

16.8B.2 Reserved in relation to Primary Care Tool Kit PCWT

16.8B.3 Reserved in relation to an on line return re GP Access data

16.8B.4 Reserved in relation to an on line return re GP Access data

16.8C Reserved for National Diabetes Audit

16.8D Reserved for Information relating to indicators no longer in Quality and Outcomes Framework

The Contractor must allow the extraction from the Contractor's computerised clinical systems by the Department in relation to the disease registers and other components of the Contract.

16.8E Information relating to alcohol related risk reduction and dementia diagnosis and treatment

16.8E.1 The Contractor must allow the extraction by the Department of the information specified in:

16.8E.1.1 clause 16.8E.2 in relation to alcohol related risk reduction; and

16.8E.1.2 clause 16.8E.3 in relation to dementia diagnosis and treatment; from the record that the Contractor is required to keep in respect of each registered patient by such means and at such intervals during each financial year, as notified to the Contractor by the Department.

16.8E.2 The information specified in this clause is information required in connection with the requirements under clause 7.7A.

16.8E.3 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.

16.8F Workforce Census

16.8F.1 The Contractor must record and submit any data required by the Department for the purposes of Workforce planning.

16.8F.2 Reserved

16.8F.3 Reserved

16.8G Information relating to overseas visitors

16.8G.1 The Contractor must:

16.8G.1.1 record the information specified in clause 16.8G.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 the Department for this purpose; and

16.8G.1.2 Reserved in relation to the E111 form.

16.8G.2 Reserved in relation to the E111 form.

16.9 Inquiries about prescriptions and referrals

16.9.1 The Contractor must, subject to clauses 16.9.2 and 16.9.3, sufficiently answer any inquiries whether oral or in writing from the Department concerning:

- a) any *prescription form* or *repeatable prescription* issued or created by a *prescriber*;
- b) the considerations by reference to which *prescribers* issue such forms;
- c) the referral by or on behalf of the Contractor of any patient to any other services provided under the *2001 Act*; or
- d) the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.

16.9.2 An inquiry referred to in clause 16.9.1 may only be made for the purpose of obtaining information to assist the Department to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.

16.9.3 The Contractor is not obliged to answer any inquiry referred to in clause 16.9.1 unless it is made:

- a) in the case of clause 16.9.1(a) or 16.9.1(b) by an appropriately qualified *health care professional*; or
- b) in the case of clause 16.9.1(c) or 16.9.1(d), by an appropriately qualified medical practitioner.

16.9.4 The appropriately qualified person referred to in clause 16.9.3 must:

- a) be appointed by the Department in either case to assist it in the exercise of its functions under this clause 16.9 and
- b) produce, on request, written evidence of that person's authority from the Department to make such an inquiry on the Department's behalf.

16.10 Provision of information to a *medical officer etc.*

16.10.1 The Contractor must, if it is satisfied that the patient consents:

- a) supply in writing to a person specified in clause 16.10.2 (a "relevant person"), before the end of such reasonable period as that person may specify, such clinical information as a person mentioned in sub-clause 16.10.2(a) to 16.10.2(d) 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

- b) answer any inquiries by a relevant person about:
 - i) a *prescription form* or medical certificate issued or created by, or on behalf of, the Contractor, or
 - ii) any statement which the Contractor or a person acting on behalf of the Contractor has made in a report.

16.10.2 For the purposes of this clause 16.10, "a relevant person" is:

- a) a *medical officer*,
- b) a *nursing officer*,
- c) an *occupational therapist*,
- d) a *physiotherapist*, or
- e) an officer of the Social Security Division of the Treasury who is acting on behalf of, and at the direction of, any person specified in sub-clauses (a) to (d).

16.10.3 For the purpose of being satisfied that a patient consents, the 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.

16.11 Annual return and review

16.11.1 The Contractor must submit to the Department an annual return relating to the Contract which must require the same categories of information by all persons who hold contracts with the Department.

16.11.2 Reserved in relation to Transitional Provisions,

16.11.3 The Contractor must submit the completed return to the Department:

- a) by a date which has been agreed as reasonable between the Contractor and the Department; or
- b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request was made.

16.11.4 Following receipt of the return referred to in clause 16.11.1, the Department must arrange with the Contractor an annual review of its performance in relation to the Contract.

16.11.5 The Contractor or the Department may, if desired, invite the *Local Medical Committee* to participate in the annual review.

16.11.6 The Department must prepare a draft record of the review referred to in clause 16.11.4 for comment by the Contractor and, having regard to such comments, must produce a final written record of the review. The Department must send a copy of the final record of the review to the Contractor.

16.12 Notifications to the Department

16.12.1 In addition to any requirements to give notice elsewhere in the Contract, the Contractor must give notice in writing to the Department, as soon as reasonably practicable, of:

- a) any serious incident that, in the reasonable opinion of the Contractor, affects or is

- b) likely to affect the Contractor's performance of its obligations under the Contract; any circumstances which give rise to the Department 's right to terminate the contract under clause 26.8, 26.9 or 26.10;
- c) any appointments system which the Contractor proposes to operate and the proposed discontinuance of any such system;
- d) any change in the address of a *registered patient* of which the Contractor is aware ; and
- e) the death of any patient of which the Contractor is aware.

16.12.2 The Contractor must give notice in writing to the Department about any person, other than a *registered patient* or a person whom the Contractor has accepted as a *temporary resident* to whom the Contractor has provided *essential services* in the form of immediately necessary treatment as described in clauses 8.1.2(b)(iii) and 8.1.5.

16.12.3 The Contractor must give notice to the Department under clause 16.12.2 before the end of the period of 28 days beginning with the date on which the services described in that clause were provided.

16.13 Notice provision specific to a Contractor that is a company limited by shares

16.13.1 The Contractor must give notice in writing to the Department as soon as:

- a) any share in the Contractor is transmitted or transferred (whether legally or beneficially) to another person on a date after the date on which the Contract has been entered into;
- b) a new director or secretary of the company is appointed;
- c) circumstances arise which may entitle a creditor or a court to appoint a receiver, administrator or administrative receiver in respect of the company;
- d) circumstances arise which would enable the court to make a winding up order in respect of the company;
- e) a company resolution is passed, or a court of competent jurisdiction makes an order that the company is to be wound up; or
- f) the Contractor is unable to pay its debts within the meaning of the Bankruptcy Act 1892 in relation to inability to pay debts.

16.13.2 A notice under clause 16.13.1 must confirm that the new shareholder, or, as the case may be, the personal representative of a deceased shareholder:

a) is:

- i) a medical practitioner, or
- ii) a person who satisfies the conditions specified in section 86(2)(b)(i) to (iv) of the *2001 Act*; and

b) Reserved

16.13.3 Reserved.

16.14 Notice provision specific to a Contractor that is a partnership

16.14.1 the Contractor must give notice in writing to the Department forthwith when:

- a) any partner in the partnership:
 - i) leaves the partnership, or
 - ii) informs the other partners in the partnership that they intend to leave the partnership; or
- b) a new partner joins the partnership.

and a notice under clause 16.14.1(a) must confirm the date on which the partner left or proposes to leave the partnership.

16.14.2 A notice under clause 16.14.1(b) must:

- a) state the date on which the new partner joined the partnership;
- b) confirm that the new partner is:
 - i) a medical practitioner, or
 - ii) a person who satisfies the conditions specified in the 2001 *Act*;
- c) reserved
- d) state whether the new partner is a general or limited partner in the partnership.

16.15 Notification of deaths

16.15.1 The Contractor must give notice in writing to the Department of the death on its *practice premises* of a patient no later than the end of the first working day after the day on which that death occurred.

16.15.2 The notice given under clause 16.5.1 must include:

- a) the patient's name;
- b) the patient's National Health Service number (where known);
- c) the date and place of the patient's death;
- d) a brief description of the circumstances (as known) surrounding the patient's death;
- e) the name of any medical practitioner or other person treating the patient while the patient was on the Contractor's *practice premises*; and
- f) the name (where known) of any other person who was present at the time of the patient's death.

16.14 Notifications to patients following a variation of the Contract

16.16.1 This clause 16.16 applies where the Contract is varied in accordance with Part 26 of this Contract and, as a result of that variation:

- a) there is to be a change in the range of services provided to the Contractor's *registered patients*; or
- b) patients who are on the Contractor's *list of patients* are to be removed from that list.

16.16.2 Where this clause 16.16 applies, the Department must:

- a) give notice in writing to those patients of the variation and its effect; and
- b) inform those patients of the steps that they may take to:
 - i) obtain the services in question elsewhere, or,
 - ii) register elsewhere for the provision to them of *essential services* (or their equivalent).

16.17 Entry and inspection by the Department

16.17.1 Subject to the conditions specified in clause 16.17.2, the Contractor must allow any person authorised in writing by the Department to enter and inspect the Contractor's *practice premises* at any reasonable time.

16.17.2 The conditions specified in this clause are that:

- a) reasonable notice of the intended entry has been given;
- b) written evidence of the authority of the person seeking entry is produced to the Contractor on request; and
- c) entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

16.17.3 The Contractor, the Department or a person authorised in writing by the Department may, if it wishes to do so, invite the *Local Medical Committee* for the area in which the Contractor provides services under the Contract, to be present at any inspection of the Contractor's *practice premises* which takes place under this clause 16.17.

16.18 Entry and Inspection

The Contractor must allow persons authorised by the Department to enter and inspect the Contractor's *practice premises*.

16.19 Reserved for Entry and viewing by Local Healthwatch organisations

17 PART 17

17.1 Certificates

17.1.1 Subject to clauses 17.1.2 and 17.1.3, the Contractor must issue any medical certificate of a description prescribed in column 1 of the table below under, or for the purposes of, the enactments specified in relation to that certificate in column 2 of the table below, if that certificate is reasonably required under, or for the purposes of, the enactments specified in that table.

17.1.2 A certificate referred to in clause 17.1.1 must be issued free of charge to a patient or to a patient's personal representatives.

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

- a) being attended by a medical practitioner who is not:
 - i) employed or engaged by the Contractor,
 - ii) if this Contract is with a partnership, one of the partners, or
 - iii) if this Contract is with a company limited by shares, one of the persons legally or beneficially owning shares in the company; or
- b) not being treated by or under the supervision of a *health care professional*.

17.1.4 The exception in sub-clause 17.1.3(a) must not apply where the certificate is issued in accordance with the Social Security Act 2000 (in relation to providing for the issue of a certificate as evidence of incapacity for work or limited capability for work, or in relation to the provision of the issue of medical information relating to incapacity for work).

LIST OF PRESCRIBED MEDICAL CERTIFICATES

Description of medical certificate		Enactment under or for the purpose of which certificate required
1	To support a claim or to obtain payment either personally or by proxy; to prove inability to work or incapacity for self-support for the purposes of an award; or to enable proxy to draw pensions etc.	The following Acts of Parliament as they have effect in the Island – <ul style="list-style-type: none">• Social Security Administration Act 1992• Social Security Contributions and Benefits Act 1992 Social Security Act 1998
2	To secure registration of still-birth	Civil Registration Act 1984
3	To establish unfitness for jury service	Jury Act 1980
4	To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1995

18 PART 18

18.1 PAYMENT UNDER THE CONTRACT

18.1.1 The Department and the Contractor will make payments under the Contract promptly and accordance with both the terms of the contract and any other conditions relating to payment contained in Schedule 6 to this contract.

18.2 Reserved in relation to default contracts

18.3 Reserved in relation to Transition Orders

19 PART 19

19.1 FEES AND CHARGES

19.1 Fees and Charges

19.1.1 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 in respect of:

- a) the provision of any treatment whether under the Contract or otherwise, or
- b) a prescription or *repeatable prescription* for any drug, medicine or appliance,

except in the circumstances set out in clause 19.1.2.

19.1.2 The Contractor may demand or accept (directly or indirectly) a fee or other remuneration:

- a) from a statutory body for services rendered for the purposes of that body's statutory functions;
- b) from a body, employer or school for:
 - i) a routine medical examination of persons for whose welfare the body, employer or school is responsible, or
 - ii) an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;
- c) for treatment which is not *primary medical services* or is otherwise required under the Contract and which is given:
 - i) reserved
 - ii) in a registered Adult Care Home (as defined in section 16 of the Regulation of Care Act 2013) which is not providing services under that Act,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the *2001 Act* as a specialist providing treatment of the kind the patient requires and if, within seven days of giving the treatment, the Contractor or the person giving the treatment supplies the Department, on a form provided by the Department for that purpose, with such information as the Department may require;

- d) under section 158 of the Road Traffic Act 1988 (of Parliament) (payment for emergency treatment of traffic casualties);
- e) when the Contractor treats a patient under clause 19.1.3, in which case the Contractor is entitled to demand and accept a reasonable fee (recoverable in certain circumstances under clause 19.1.4) for any treatment given, if the Contractor gives the patient a receipt;
- f) for attending and examining (but not otherwise treating) a patient:
 - i) at a police station, at the patient's request, in connection with possible criminal proceedings against the patient,
 - ii) for the purpose of creating a medical report or certificate at the request of a commercial, educational or not-for-profit organisation, or
 - iii) for the purpose of creating a medical report required in connection with an

actual or potential claim for compensation by the patient;

- g) for treatment consisting of an immunisation for which no remuneration is payable by the Department and which is requested in connection with travel abroad, or for immunisations which are not available to the patient due to ineligibility of the patient;
- h) for prescribing or providing drugs, medicines or appliances (including a collection of such drugs, medicines or appliances in the form of a travel kit) which a patient requires to have in their possession solely in anticipation of the onset of an ailment or occurrence of an injury while that patient is outside of the United Kingdom but for which that patient is not requiring treatment when the drug, medicine or appliance is prescribed;
- i) for a medical examination:
 - i) 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
 - ii) for the purpose of creating a report
 - (aa) relating to a road traffic accident or criminal assault, or
 - (bb) that offers an opinion as to whether the patient is fit to travel;
- j) for testing the sight of a person;
- k) where the Contractor is authorised or required in accordance with arrangements made with the Department under Section 8(5) of the National Health Service Act 2001 for that patient, otherwise than by way of *dispensing services*, any *Scheduled drug*;
- l) for prescribing or providing drugs for malaria chemoprophylaxis.

19.1.3 Subject to the provision for repayment contained in clause 19.1.4, where:

- a) a person:
 - i) applies to the Contractor for the provision of *essential services*,
 - ii) claims to be on the *Contractor's list of patients*, and
 - iii) fails to produce his *medical card* relating to that person on request, and
- b) 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 in accordance with clause 19.1.2(e).

19.1.4 Where:

- a) a person from whom the Contractor has received a fee under clause 19.1.2(e) applies to the Department for a refund within 14 days from the date of payment of the fee (or within such longer period not exceeding one month as the Department may allow if it is satisfied that the failure to apply within 14 days was reasonable), and
- b) the Department is satisfied that the person was on the *Contractor's list of patients* when the treatment was given,

the Department may recover the amount of the fee from the Contractor, by deduction from the Contractor's remuneration or otherwise, and must pay that amount to the person who paid the fee.

19.1.5 Part 19 shall survive the expiry or termination of the Contract to the extent that it prohibits the Contractor from, either itself or through any other person, demanding or accepting from any patient of its a fee or other remuneration for its own or another's benefit:

- a) for the provision of any treatment, whether under the Contract or otherwise, that was provided during the existence of the Contract; or
- b) for any prescription or repeat prescription for any drug, medicine or appliance, that was provided during the existence of the Contract.

20 PART 20

20.1 Clinical Governance

20.1.1 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*. The person nominated must be a person who performs or manages services under the Contract.

20.1.2 Reserved

20.1.3 In this clause 20.1, "controlled drugs" has the meaning given in section 2 of the Misuse of Drugs Act 1976 (which relates to controlled drugs and their classification for the purposes of that Act).

20.2 Duty as to Education and Training

20.1.1 The Contractor must co-operate with:

- a) the Department in the discharge of duties
- b) Health Education England where Health Education England is discharging the Departments duty in relation to planning education and training for health care workers etc.

21 PART 21

21.1 Insurance

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

21.1.2 The Contractor may not sub-contract its obligations to provide clinical services under the Contract unless it is satisfied that the sub-contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

21.1.3 For the purposes of clauses 21.1.1 to 21.1.2:

- a) "indemnity arrangement" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor;
- b) "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
- c) 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 the Contract or, as the case may be, sub-contract.

21.1.4 The Contractor must at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which are not covered by an indemnity arrangement referred to in clause 21.1.1.

22 PART 22

22.1 Gifts

22.1.1 The Contractor must keep a register of gifts which:

- a) are given to any of the persons specified in clause 22.1.2 by, or on behalf of:
 - i) a patient,
 - ii) a relative of a patient, or
 - iii) any person who provided or would like to provide services to the Contractor or its patients in connection with the Contract; and
- b) have, in the Contractor's reasonable opinion, an individual value of more than £100.00.

22.1.2 The persons referred to in clause 22.1.1 are:

- a) the Contractor;
- b) if the Contractor is a partnership, any partner in the partnership;
- c) if the Contractor is a company, any person both legally and beneficially owning a share in the company, or a director or secretary of the company;
- d) any person employed by the Contractor for the purposes of the Contract;
- e) any *general medical practitioner* engaged by the Contractor for the purposes of the Contract;
- f) any spouse or civil partner of the Contractor (if the Contractor is an individual medical practitioner) or of a person specified in sub-clauses (b) to (e); or

- g) any person whose relationship with the Contractor (where the Contractor is an individual medical practitioner) or with a person specified in sub-clauses (b) to (e) has the characteristics of the relationship between spouses.

22.1.3 Clause 22.1.1 does not apply where:

- a) there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the Contractor;
- b) the Contractor is not aware of the gift; or
- c) the Contractor is not aware that the donor would like to provide services to the Contractor or its patients.

22.1.4 The Contractor must take reasonable steps to ensure that it is informed of gifts which fall within clause 22.1.1 and which are given to the persons specified in clauses 22.1.2(b) to 22.1.2(g).

22.1.5 The register referred to in clause 22.1.1 must include the following information:

- a) the name of the donor;
- b) 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;
- c) in any other case, the address of the donor;
- d) the nature of the gift;
- e) the estimated value of the gift; and
- f) the name of the person or persons who received the gift.

22.1.6 The Contractor must make the register available to the Department on request.

23 PART 23

23.1 Compliance with Legislation and Guidance

23.1.1 The Contractor must comply with all relevant legislation and have regard to all relevant guidance issued by the Department in respect of the exercise of their functions under the *2001 Act*.

24 PART 24

24.1 Complaints

24.1 Complaints procedure

24.1.1 The Contractor must establish and operate a complaints procedure to deal with any complaints made in relation to any matter reasonably connected with the provision of services under the Contract.

24.1.2 The complaints procedure must comply with the requirements of the NHS Complaints Procedure.

24.2 Co-operation with investigations

24.1.2 The Contractor must co-operate with:

- a) the investigation of any complaint made in relation to a matter that is reasonably connected with the provision of services under the Contract by:
 - i) the Department, or
 - ii) the Independent Review Body;
- b) Reserved

24.2.2 For the purposes of clause 24.2.1, co-operation includes:

- a) answering any questions which are reasonably put to the Contractor by the Department;
- b) providing any information relating to the complaint which is reasonably required by the Department; and
- c) 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 Department.

24.2.3 Part 24 of this Contract shall survive the expiry or termination of the Contract insofar as it relates to any complaint or investigation reasonably connected with the provision of services under the Contract before it terminated.

25 PART 25

25.1 Dispute Resolution

25.1 Local resolution of contract disputes

25.1.1 The Contractor and the Department must make reasonable efforts to communicate and cooperate with each other with a view to resolving any dispute, which arises out of or in connection with the Contract before referring the dispute for determination (or, where applicable, before commencing court proceedings).

25.1.2 The Contractor or the Department may invite the Local Medical Committee to participate in discussions which take place by virtue of clause 25.1.1.

25.1.3 Clause 25.1.1 does not apply to a dispute relating to the assignment of patients to a closed list.

25.2 Dispute resolution: non-NHS Contracts

25.2.1 Any dispute arising out of or in connection with the Contract, except matters dealt with under the complaints procedure set out in clauses 24.1.1 to 24.2.4 of this Contract, may be referred for consideration and determination to the *Department if*:

- a) if it relates to a period when the Contractor was treated as a *health service body*, by the Contractor or by the Department; or
- b) in any other case, by the Contractor or, if the Contractor agrees in writing, by the Department.

25.2.2 Reserved

25.3 NHS dispute resolution procedure

25.3.1 The NHS dispute resolution procedure applies in the case of any dispute arising out of or in connection with the Contract which is referred to the Department. The Department will appoint a Director of the Department who has not been previously involved in the contract to participate in the NHS dispute resolution procedure.

25.3.2 In the event of an irresolvable dispute between the Contractor and the Department relating to the terms and conditions of this Contract, an appropriate person will be appointed to arbitrate. The person appointed will be someone who is acceptable to the Department, the Practice concerned and the Local Medical Committee. All parties will accept the outcome of this arbitration.

25.3.3 Any party wishing to refer a dispute shall send to the Department a written request for dispute resolution which shall include or be accompanied by:

- a) the names and addresses of the parties to the dispute;
- b) a copy of the Contract; and
- c) a brief statement describing the nature and circumstances of the dispute.

25.3.4 Any party wishing to refer a dispute as mentioned in clause 25.3.3 must send the request within a period of three years beginning with the date on which the matter giving rise to the dispute happened or should reasonably have come to the attention of the party wishing to refer the dispute.

25.3.5 In clause 5.18 to 5.26 "any dispute arising out of or in connection with the contract" includes any dispute arising out of or in connection with the termination of the contract.

25.3.6 Reserved.

26 PART 26

26.1 Variation and Termination of the Contract

26.1 Variation of the Contract: general

26.1.1 Subject to Part 11 of the Contract (opts out of *additional* and *out of hours services*), clauses 10.2.8, 10.2.9, 15.9.8, and 15.10.8 and this Part (variation and termination of the Contract), a variation of, or amendment to, the Contract is not effective unless it is made in writing and signed by or on behalf of the Department and the Contractor.

26.1.2 The Department may vary the Contract without the Contractor's consent where:

- a) it is reasonably satisfied that the variation is necessary in order to comply with *the 2001 Act* or any direction given by *the Department* under or by virtue of *the 2001 Act*; and
- b) 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.

26.1.3 The date on which the proposed variation referred to in clause 26.1.2(b) is to take effect must, unless it is not reasonably practicable, be a date which falls at least 14 days after the date on which the notice under that clause is given to the Contractor.

26.2 Variation provisions specific to a contract with an individual medical practitioner

26.1.2 Where the Contractor is an individual medical practitioner and proposes to practise in partnership with one or more persons, the Contractor must give notice in writing to the Department of:

- a) the name of the person or persons with whom the Contractor proposes to practise in partnership;
- b) the date on which the Contractor would like to change its status as a Contractor from that of an individual medical practitioner to that of a partnership, which must be at least 28 days after the date on which the Contractor gives notice to the Department under this clause.

26.2.2 Notice given under clause 26.2.1 must:

- a) in respect of each person with whom the Contractor is proposing to practise in partnership confirm that the person:
 - i) is either:
 - (aa) a medical practitioner, or
 - (bb) a person who satisfies the conditions in the *2001 Act* (persons eligible to enter into GMS Contracts); and

- ii) Reserved; and
- b) state whether the partnership is to be a general partnership or a *limited partnership*, and give the names of the limited partners and the general partners in the partnership,

and the notice must be signed by the individual medical practitioner and by the person, or each of the persons, with whom the practitioner is proposing to practise in partnership.

26.2.3 The Contractor must ensure that any person with whom it is to practise in partnership is bound by the Contract, whether by virtue of a partnership deed or otherwise.

26.2.4 If the Department is satisfied as to the accuracy of the matters specified in a notice given under clause 26.2.1, the Department must give notice in writing to the Contractor confirming that the Contract is to continue with the partnership entered into by the Contractor and its partners, from a date that the Department specifies in the notice.

26.2.5 The date to be specified by the Department under clause 26.2.4 is:

- a) the date requested in the notice given by the Contractor under clause 26.2.1, or,
- b) where that date is not reasonably practicable, a date that is as close as is reasonably practicable to the requested date.

26.2.6 Where the Contractor has given notice to the Department under clause 26.2.1, the Department may vary the Contract but only to the extent that the Department is satisfied is necessary to reflect the change in the status of the Contractor from that of an individual medical practitioner to a partnership. If the Department proposes to vary the Contract, it must include in the notice given to the Contractor pursuant to clause 26.2.4 the wording of the proposed variation and the date upon which that variation is to take effect.

26.3 Variation provisions specific to a contract with a Partnership

26.3.1 Subject to clause 26.3.3, where the Contractor consists of two or more persons practising in partnership, and that partnership is terminated or dissolved, the Contract may only continue with one of the former partners if that partner is:

- a) nominated in accordance with clause 26.3.2; and
- b) a medical practitioner who satisfies the condition in regulation 5(1)(a) of *the Regulations*,

and only if the requirements in clause 26.3.2 are met.

26.3.2 The Contractor must give notice in writing to the Department of the intention to change its status from that of a partnership to that of an individual medical practitioner under clause 26.3.1 at least 28 days before the date on which the Contractor proposes to change its status. The notice given must:

- a) specify the date on which the Contractor proposes to change its status from that of a partnership to that of an individual medical practitioner;
- b) specify the name of the medical practitioner with whom the Contract is to continue, which must be one of the partners in the partnership; and

- c) be signed by each partner in the partnership.

26.3.3 Where the Contractor consists of two persons practising in partnership and the partnership is terminated or dissolved because one of the partners has died, the remaining partner in the partnership must give notice in writing to the Department of that death as soon as is reasonably practicable and, in that case clause 26.3.4 and clause 26.3.5 apply.

26.3.4 If the remaining partner in the partnership is a *general medical practitioner*, the Contract is to continue with that *general medical practitioner*.

26.3.5 If the remaining partner in the partnership is not a general medical practitioner, the Department:

- a) must enter into discussions with that partner and use reasonable endeavours to reach an agreement to enable the provision of clinical services to continue under the Contract;
- b) may, if it considers it appropriate, consult the *Local Medical Committee* or such other person as the Department considers necessary;
- c) may, if it considers it appropriate to enable the provision of clinical services under the Contract to continue, offer the remaining partner reasonable support; and
- d) must give notice to the remaining partner in the partnership if agreement has been reached in accordance with clause 26.3.6 or, in the event that agreement cannot be reached, in accordance with clause 26.3.7.

26.3.6 If the Department reaches an agreement, the Department must give notice in writing on the remaining partner in the partnership confirming:

- a) the terms upon which the Department agrees to the Contract continuing with that partner including the period, as specified by the Department, during which the Contract is to continue ("the interim period") and such period must not exceed six months;
- b) that the partner agrees to the employment or engagement of a *general medical practitioner* for the interim period to assist in the provision of clinical services under the Contract; and
- c) the support, if any, which the Department is to provide to enable the provision of clinical services under the Contract to continue during the interim period.

26.3.7 If:

- a) the remaining partner in the partnership does not wish to employ or engage a medical practitioner;
- b) an agreement in accordance with clause 26.3.5 cannot be reached; or
- c) the remaining partner in the partnership would like to withdraw from the agreed arrangements at any stage during the interim period,

the Department must give notice in writing to that partner terminating the Contract with immediate effect.

26.3.8 If, at the end of the interim period, the Contractor has not entered into partnership with a general medical practitioner who is not a limited partner in the partnership, the Department must give notice in writing to the Contractor terminating the Contract with immediate effect.

26.3.9 When the Contractor gives notice to the Department pursuant to clause 26.3.2 or 26.3.3, the Department must:

- a) acknowledge receipt of the notice in writing; and
- b) in relation to a notice given under clause 26.3.2, acknowledge receipt of the notice before the date specified in accordance with clause 26.3.2(a).

26.3.10 Where the Contractor gives notice to the Department under clause 26.3.2 or 26.3.3, the Department may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from that of a partnership to an individual medical practitioner. If the Department varies the Contract, the Department must give notice in writing to the Contractor of the wording of the proposed variation and the date upon which that variation is to take effect.

26.3.11 Reserved

26.3.12 Clauses 26.3.5 to 26.3.7 do not affect any other remedies which the Department may have under the Contract to vary or terminate the Contract.

26.4 Termination by agreement

26.4.1 The Department and the Contractor may agree in writing to terminate the Contract, and if the parties so agree, they must agree the date upon which that termination is to take effect and any further terms upon which the Contract is to be terminated.

26.5 Termination on the death of an individual medical practitioner

26.5.1 Where the Contractor is an individual medical practitioner and the Contractor dies, the Contract terminates at the end of the period of seven days beginning with the date of the Contractor's death unless, before the end of that period, clause 26.5.2 applies.

26.5.2 This clause 26.5.2 applies where:

- a) the Department agrees in writing with the Contractor's personal representatives that the Contract is to continue for a further period not exceeding 28 days, from the end of the period of seven days; and
- b) the Contractor's personal representatives confirm in writing to the Department that they wish to employ or engage one or more *general medical practitioners* to assist in the continuation of the provision of clinical services under the Contract and after discussion with the Department:
 - i) the Department agrees to provide reasonable support which would enable the provision of clinical services under the Contract to continue;
 - ii) the Department and the Contractor's personal representatives agree the terms on which the provision of clinical services can continue;
 - iii) the Department and the Contractor's personal representatives agree the period during which clinical services must be provided being a period of not more than 28 days beginning on the day after the end of the period of seven days referred to in clause 26.5.1.

26.5.3 Clause 26.5.1 does not affect any other rights to terminate the Contract which the Contractor may have under clauses 26.9.1 to 26.13.8.

26.6 Termination by the Contractor

- 26.6.1 The Contractor may terminate the Contract at any time by giving notice in writing to the Department.
- 26.6.2 [Where the Contractor gives notice to the Department under clause 26.6.1, the Contract terminates six months after the date on which the notice was given ("the termination date"), unless the termination date does not fall on the last calendar day of a month, in which case the Contract terminates instead on the last calendar day of the month in which the termination date falls.]
- 26.6.3 The Contractor may give notice in writing ("late payment notice") to the Department if the Department has failed to make payments due to the Contractor in accordance with Part 18 of this Contract. The Contractor must specify in the late payment notice the payments that the Department has failed to make in accordance with Part 18 of the Contract.
- 26.6.4 Subject to clause 26.6.6, the Contractor may, at least 28 days after the date on which a late payment notice under clause 26.6.4 was given, terminate the Contract by giving a further written notice to the Department in the event of the Department's continuing failure to make payments that are due to the Contractor as specified in the late payment notice.
- 26.6.5 Clause 26.6.7 applies if, following receipt of a late payment notice, the Department:
- a) refers the matter to the *NHS dispute resolution procedure* before the end of a period of 28 days beginning with the date on which the Department received the late payment notice, and
 - b) gives notice in writing to the Contractor that it has done so before the end of that period.
- 26.6.6 Where this clause 26.6.7 applies, the Contractor may not terminate the Contract under clause 26.6.5 until:
- i) there has been a final determination of the dispute under the *NHS dispute resolution procedure* (or by a court) and that determination permits the Contractor to terminate the Contract; or
 - ii) the Department ceases to pursue the *NHS dispute resolution procedure*, whichever is the earlier.
- 26.6.7 Clauses 26.6.1 to 26.6.6 are without prejudice to any other rights to terminate the Contract that the Contractor may have.

26.7 Termination by the Department: general

- 26.7.1 The Contract may only be terminated by the Department in accordance with the provisions of Part 26 of this Contract.

26.8 Termination by the Department for breach of Contract

- 26.8.1 Subject to clause 26.8.2, the Department must give notice in writing to the Contractor terminating the Contract with immediate effect, where, in any case, the Contractor is an individual medical practitioner, and ceased to be a general medical practitioner.

26.8.2 Where the Contractor who is an individual medical practitioner has ceased to be a qualified medical practitioner by reason of a suspension of the type described in clause 26.8.7, the Department is not required to give notice to the Contractor under clause 26.8.1 unless:

- a) the Contractor is unable to satisfy the Department that it has in place adequate arrangements for the provision of clinical services under the Contract for so long as the suspension continues; or
- b) the Department is satisfied that the circumstances of the suspension are such that if the Contract is not terminated with immediate effect:
 - i) the safety of the Contractor's patients would be at serious risk; or
 - ii) the Department would be at risk of material financial loss.

26.8.3 Clause 26.8.4 applies where:

- a) except in a case to which clause 26.3.3 applies, the Contractor consists of two or more persons practising in partnership, or
- b) the Contractor is a company limited by shares.

26.8.4 Where this clause applies, the Department must:

- A give notice in writing to the Contractor terminating the Contract with immediate effect; or
- B give notice in writing to the Contractor confirming that the Department is prepared to allow the Contract to continue, for a period specified by the Department in accordance with clause 26.8.5 (the "interim period").

26.8.5 The period specified by the Department under clause 26.8.4(b) must not exceed:

- a) six months; or
- b) where the failure of the Contractor to continue to satisfy is by reason of a suspension described in clause 26.8.7, the period for which that suspension continues.

26.8.6 The Department must, during the interim period and with the consent of the Contractor, employ or supply the Contractor with one or more *general medical practitioners* for the interim period to assist the Contractor in the provision of clinical services under the Contract.

26.8.7 The suspensions referred to in this clause are suspension:

- a) by a Fitness to Practise Panel under:
 - i) section 35D of the Medical Act 1983 (functions of a fitness to practise panel) (of Parliament) in a health case, other than an indefinite suspension under section 35D(6) of that Act; or
 - ii) section 38(1) of the Medical Act 1983 (power to order immediate suspension etc. after a finding of impairment of fitness to practise) (of Parliament); or
- b) by a Fitness to Practise Panel or an Interim Orders Panel under section 41A of the Medical Act 1983 (interim orders) (of Parliament).

26.8.8 In clause 26.8.7(a)(i), "health case" has the meaning given in section 35E(4) of the Medical Act 1983.

26.8.9 Before deciding which of the options in clause 26.8.4 to pursue, the Department must, if it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract.

26.8.10 If the Contractor does not, in accordance with clause 26.8.6, consent to the Department employing or supplying a *general medical practitioner* during the interim period, the Department must give notice in writing to the Contractor terminating the Contract with immediate effect.

26.8.11 If, at the end of the interim period clauses 26.8.3(a) or 26.8.3(b) continues to apply to the Contractor, the Department must give notice in writing to the Contractor terminating the Contract with immediate effect.

26.8.12 In clause 26.8,

- a) "health case" has the meaning given in section 35E(4) of the Medical Act 1983 (provisions supplementary to section 35D); and
- b) "general medical practitioner" has the same meaning as the definitions in this Contract.

26.9 Termination by the Department for provision of untrue etc information

26.9.1 The Department may give notice in writing to the Contractor terminating the Contract with immediate effect, or from such date as may be specified by the Department in the notice where clause 26.9.2 applies.

26.9.2 This clause applies if, after this Contract was entered into, it has come to the Department's attention that written information:

- a) provided to the Department by the Contractor before the Contract was entered into; or
- b) included in a notice given to the Department by the Contractor under clauses 16.13.1(a), 16.13.1(b) or 16.14.1,

relating to the terms of this Contract, when given, were untrue or inaccurate in a material respect.

26.10 Other grounds for termination by the Department

26.10.1 The Department may give notice in writing to the Contractor terminating the Contract with immediate effect, or from such date as may be specified in the notice if clause 26.10.3 applies to the Contractor:

- a) during the existence of the Contract; or
- b) if later, on or after the date on which a notice in respect of the Contractor's compliance with the condition under clauses 16.13.1(a), 16.13.1(b) or 16.14.1.

26.10.2 Clause 26.10.3 applies where:

- a) where the Contract is with a *general medical practitioner*, to that *general medical practitioner*;
- b) where the Contract is with two or more persons practising in partnership, any partner in the partnership; and
- c) where the Contract is with a company limited by shares,

- i) the company,
- ii) any person both legally and beneficially owning a share in the company, or
- iii) any director or secretary of the company,

26.10.3 This clause applies if:

- a) the Contractor does not satisfy the conditions prescribed in sections 86(2)(b) or 86(3)(b) of the National Health Service *2006 Act (of Parliament)*;
- b) the Contractor is the subject of a *national disqualification*;
- c) subject to clause 26.10.5, 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;
- d) subject to clause 26.10.6, the Contractor has been dismissed (otherwise than by reason of redundancy) from any employment by a *health service body* unless before the Department has given notice terminating the Contract under this clause, the Contractor is employed by the *health service body* from which the Contractor was dismissed or by another *health service body*;
- e) the Contractor has been removed from, or refused admission to, a *primary care list* by reason of inefficiency, fraud or unsuitability (within the meaning of section 13 of the *2001 Act* respectively) unless the Contractor's name has subsequently been included in such a list;
- f) the Contractor has been convicted in the United Kingdom of murder;
- g) the Contractor has been convicted in the United Kingdom of a criminal offence other than murder, and has been sentenced to a term of imprisonment of longer than six months;
- h) subject to clause 26.10.7, the Contractor has been convicted elsewhere of an offence which would, if it were committed in England and Wales constitute murder, and
 - i) the offence was committed on or after 14th December 2001, and
 - ii) the Contractor was sentenced to a term of imprisonment of longer than six months;
- i) the Contractor has been convicted of an offence, referred to in Schedule 1 to the Children and Young Persons Act 1933 (an Act of Parliament) (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) the Children and Young Persons Act 2001;
- j) the Contractor has at any time been included in:
 - i) any barred list within the meaning of the Safeguarding Vulnerable Groups Act 2006 (of Parliament), or
 - ii) 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;

- k) The Contractor has, within the period of five years before the signing of the Contract been removed from the office of charity trustee or trustee for a charity by an order made by the High Court in the Isle of Man under Isle of Man charity legislation or the Charity Commission for Northern Ireland, 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;
- l) the Contractor has, within the period of five years before the signing of the Contract or commencement of the Contract (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), or
 - m) the Contractor:
 - i) has been made bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled,
 - ii) has had sequestration of the Contractor's estate awarded and has not been discharged from the sequestration;
 - n) the Contractor is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Bankruptcy procedure Act 1892, the Insolvency Act 1986 (of Parliament) (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,
 - o) the Contractor:
 - i) is subject to a moratorium period under a debt relief order under Part VIIA of the Insolvency Act 1986 (debt relief orders) (of Parliament) applies, or
 - ii) 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;
 - p) 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,
 - q) the Contractor is a company which has been wound up under Part IV of the Bankruptcy Procedures Act 1892 Insolvency Act 1892;
 - r) the Contractor has had an administrator, administrative receiver or receiver appointed in respect of it, or
 - s) the Contractor has had an administration order made in respect of the Contractor under the Bankruptcy Procedures Act 1892;
 - t) the Contractor is a partnership and:
 - i) a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or
 - ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;
 - u) the Contractor is subject to:
 - i) a disqualification order under section 1 of the Company Officers Disqualification Act 2009,
 - ii) a disqualification order or disqualification undertaking under article 3 (disqualification orders) or article 4 (disqualification undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002, or

- iii) a disqualification under section 429(2) of the Insolvency Act 1986 (an Act of Parliament);
- v) the Contractor has refused to comply with a request by the Department for the Contractor to be medically examined because the Department is concerned that the Contractor is incapable of adequately providing services under the Contract and, in a case where the Contract is with two or more individuals practising in partnership or with a company, the Department is satisfied that the Contractor is taking adequate steps to deal with the matter.

26.10.4 The Department must not terminate the Contract under clause 26.10.3(c) where the Department is satisfied that the disqualification or suspension imposed by a *licensing body* outside the United Kingdom does not make the person unsuitable to be:

- a) a contractor,
- b) a partner, in the case of a contract with two or more persons practising in a partnership; or
- c) in the case of a contract with a company limited by shares:
 - i) a person legally and beneficially holding a share in the company, or
 - ii) a director or secretary of the company, as the case may be.

26.10.5 The Department may not terminate the Contract under clause 26.10.3(d):

- a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or
- b) if, during the period specified in 26.10.5(a), the person concerned brings proceedings in any competent tribunal or court in respect of the person's dismissal, until proceedings before that tribunal or court are concluded,

and the Department may only terminate the Contract at the end of the period specified in clause 26.10.5(b) if there is no finding of unfair dismissal at the end of those proceedings.

26.10.6 Reserved for default contracts

26.10.7 The Department must not terminate the Contract under clause 26.10.3(h) where the Department is satisfied that the conviction does not make the person unsuitable to be:

- a) a contractor,
- b) a partner, in the case of a contract with two or more persons practising in partnership; or
- c) in the case of a contract with a company limited by shares:
 - i) a person both legally and beneficially holding a share in the company, or
 - ii) a director or secretary of the company, as the case may be.

26.11 Termination by the Department where patients' safety is seriously at risk or where there is risk of material financial loss to Department

26.11.1 The Department may give notice in writing to the Contractor terminating the Contract with immediate effect or with effect from such date as may be specified in the notice if:

- a) the Contractor has breached a term of the Contract and, as a result of that breach, the safety of the Contractor's patients would be at serious risk if the Contract is not terminated; or
- b) the Department considers that the Contractor's financial situation is such that the Department would be at risk of material financial loss.

26.12 Termination by the Department for unlawful sub-contracting

26.12.1 This clause 26.12 applies if the Contractor breaches the condition specified in clause 15.9.10 and it comes to the Department's attention that the Contractor has done so.

26.12.2 Where clause 26.12 applies, the Department must give notice in writing to the Contractor:

- a) terminating the Contract with immediate effect; or
- b) 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 that instruction, the Department must give notice in writing to the Contractor terminating the Contract with immediate effect.

26.13 Termination by the Department: remedial notices and breach notices

26.13.1 Where the Contractor's breach of the Contract is not one to which clauses 26.8.1 to 26.12.2(b) apply and that breach is capable of remedy, the Department must, before taking any action it is otherwise entitled to take by virtue of the Contract, give notice in writing to the Contractor requiring it to remedy the breach (a "remedial notice").

26.13.2 A remedial notice must specify:

- a) details of the breach;
- b) the steps that the Contractor must take to the satisfaction of the Department in order to remedy the breach; and
- c) the period during which those steps must be taken (the "notice period").

26.13.3 The notice period must not be less than a period of 28 days beginning with the date that notice is given unless the Department is satisfied that a shorter period is necessary to protect:

- a) the safety of the Contractor's patients, or
- b) itself from material financial loss.

26.13.4 Where the Department is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the Department may give a further notice in writing to the Contractor terminating the Contract with effect from such date as the Department specifies in the notice.

26.13.5 Where the Contractor's breach of the Contract is not one to which any of clauses 26.8.1 to 26.12.2(b) apply and the breach is not capable of remedy, the Department may give notice in writing to the Contractor requiring the Contractor not to repeat the breach (a "breach notice").

26.13.6 If, following a breach notice or a remedial notice, the Contractor:

- a) repeats the breach that was the subject of the breach notice or the remedial notice; or
- b) otherwise breaches the Contract resulting in either a remedial notice or a further breach notice,

the Department may give notice in writing to the Contractor terminating the Contract with effect from such date as the Department specifies in the notice.

26.13.7 The Department may not exercise its right to terminate the Contract under clause 26.13.6 unless the Department is satisfied that the cumulative effect of the breaches is such that to allow the Contract to continue would prejudice the efficiency of the services to be provided under the Contract.

26.13.8 If the Contractor is in breach of any obligation under the Contract and a breach notice or a remedial notice in respect of the default giving rise to the breach has been given to the Contractor, the Department may withhold or deduct monies which would otherwise be payable under the Contract in respect of the obligation which is the subject matter of the default.

26.14 Termination by the Department: additional provisions specific to Contracts with companies limited by shares

26.14.1 If the Department becomes aware that the Contractor which is a company limited by shares is carrying on any business which the Department considers to be detrimental to the Contractor's performance of its obligations under the Contract:

- a) the Department may give notice in writing to the Contractor requiring it to cease carrying on that business before the end of a period of at least 28 days beginning with the date on which the notice is given ("the notice period"); and
- b) if the Contractor has not satisfied the Department that it has ceased carrying on that business by the end of the notice period, the Department may give a further notice in writing to the Contractor terminating the Contract with immediate effect or from such date as may be specified in the notice.

26.15 Termination by the Department: additional provisions specific to Contracts with two or more individuals practising in partnership

26.15.1 Where the Contractor is two or more persons practising in partnership and one or more persons has or have left the partnership during the existence of the Contract, the Department may give notice in writing to the Contractor terminating the Contract on such date as may be specified in the notice if, in the Department's reasonable opinion, the change in membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Department to perform its obligations under the Contract.

26.15.2 A notice given to the Contractor pursuant to clause 26.15.1 must specify:

- a) the date upon which the Contract is to terminate; and
- b) the Department's reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Department to perform its obligations under the Contract.

26.16 Contract sanctions

26.16.1 In clauses 26.16 and 26.17, "contract sanction" means:

- a) termination of specified reciprocal obligations under the Contract;
- b) suspension of specified reciprocal obligations under the Contract for a period of up to six months; or
- c) withholding or deducting monies otherwise payable under the Contract.

26.16.2 Where the Department is entitled to terminate the Contract under clauses 26.9.1 to 26.11.1, 26.13.4, 26.13.6 and 26.14.1 to 26.15.2, it may instead impose any of the contract sanctions if the Department is reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the Department's entitlement to terminate the Contract.

26.16.3 The Department may not, under clause 26.16.2, impose any contract sanction that has the effect of terminating or suspending any obligation to provide, or any obligation that relates to, *essential services*.

26.14.2 If the Department decides to impose a contract sanction, the Department must

- a) give notice in writing to the Contractor of the contract sanction that it proposes to impose and the date upon which that sanction is to be imposed and
- b) include in the notice an explanation of the effect of the imposition of the sanction.

26.16.5 Subject to clauses 26.17.1 to 26.17.5 the Department may not impose the contract sanction until the end of a period of at least 28 days beginning with the date on which the Department gives notice to the Contractor under clause 26.16.4 unless the Department is satisfied that it is necessary to do so in order to protect:

- a) the safety of the Contractor's patients, or
- b) itself from material financial loss.

26.16.6 Where the Department may impose a contract sanction, the Department may charge the Contractor the reasonable costs of any additional administration that the Department has incurred in order to impose, or as a result of imposing, the contract sanction.

26.17 Contract sanctions and the *NHS dispute resolution procedure*

26.17.1 If there is a dispute between the Department and the Contractor in relation to a contract sanction that the Department is proposing to impose, the Department may not, subject to clause 26.17.5, impose the contract sanction except in the circumstances specified in clause 26.17.3(a) or 26.17.3(b).

26.17.2 The circumstances specified in this clause are if the Contractor:

- a) refers the dispute relating to the contract sanction to the *NHS dispute resolution procedure* before the end of a period of 28 days beginning with the date on which the Contractor was given notice in accordance with clause 26.16.4 (or such longer period as may be agreed in writing with the Department), and

26.17.3 Where the circumstances specified in clause 26.17.2 apply, the Department may not impose the contract sanction unless:

- a) there has been a final determination of the dispute under the *NHS Dispute Resolution Procedure* (or by a court) and that determination permits the Department to impose the contract sanction; or
- b) the Contractor ceases to pursue the NHS dispute resolution procedure, whichever is the sooner.

26.17.4 If the Contractor does not invoke the *NHS dispute resolution procedure* before the end of the period specified in clause 26.17.2, the Department may impose the contract sanction with immediate effect.

26.17.5 If the Department is satisfied that it is necessary to impose the contract sanction before *the NHS dispute resolution procedure* is concluded in order to protect:

- a) the safety of the Contractor's patients or
- b) itself from material financial loss,

the Department shall be entitled to impose the contract sanction with immediate effect, pending the outcome of that procedure (or any court proceedings).

26.18 Termination and the *NHS dispute resolution procedure*

26.18.1 Where the Department is entitled to give notice in writing to the Contractor terminating the contract under clauses 26.9.1 to 26.11.1, 26.13.4, 26.13.6 and 26.15.1, the Department must, in the notice given to the Contractor under those clauses, specify a date on which the Contract terminates that is at least 28 days after the date on which the Department gives notice to the Contractor, unless clause 26.18.2 applies.

26.18.2 This clause applies if the Department is satisfied that a period less than 28 days is necessary in order to protect

- a) the safety of the Contractor's patients or
- b) protect itself from material financial loss.

26.18.3 Where:

- a) clause 26.18.1 applies but the exceptions in clause do not apply, and
- b) the Contractor invokes the *NHS dispute resolution procedure* before the end of the notice period referred to in clause 26.18.1, and gives notice in writing to the Department that it has done so, the Contract does not terminate at the end of the notice period but instead only terminates in the circumstances specified in clause 26.18.4.

26.18.4 The circumstances described in this clause for the termination of the Contract are if and when:

- a) there has been a final determination of the dispute under the *NHS dispute resolution procedure*, (or by a court) and that determination permits the Department to terminate the Contract or
- b) the Contractor ceases to pursue the *NHS dispute resolution procedure*

whichever is the earlier.

26.18.5 If the Department is satisfied that it is necessary to terminate the Contract before the *NHS dispute resolution procedure* is (or any court proceedings are) concluded in order to protect:

- A the safety of the Contractor's patients or
- B itself from material financial loss,

clauses 26.18.3 and 26.18.4 do not apply and the Department may confirm, by giving notice in writing to the Contractor, that the Contract will nevertheless terminate at the end of the period of the notice given under clauses 26.9.1, 26.10.1, 26.11.1, 26.13.4, 26.13.6, 26.14.1 and 26.15.1 to 26.15.2.

26.19 Consultation with the *Local Medical Committee*

26.19.1 If the Department is considering:

- a) terminating the Contract under clauses 26.9.1, 26.10.1 to 26.10.7, 26.11.1, 26.13.4, 26.13.6, 26.14.1 or 26.15.1 to 26.15.2,
- b) whether a remedial notice or a breach notice under clause should be given in writing to the Contractor; or
- c) imposing a contract sanction,

the Department must, if it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for the area in which the Contractor is providing services under the Contract before it terminates the Contract or imposes a contract sanction.

26.19.2 Whether or not the *Local Medical Committee* has been consulted pursuant to clause 26.19.1, if the Department imposes a contract sanction on the Contractor or terminates the Contract in accordance with this Part, it must, as soon as reasonably practicable, give notice in writing to the *Local Medical Committee* of the contract sanction imposed or of the termination of the Contract (as the case may be). The obligation to notify the *Local Medical Committee* of the matters set out in this clause will survive the termination of the Contract.

26.19 Consequences of termination

26.20.1 The termination of the Contract, for whatever reason, is without prejudice to the accrued rights of either party under the Contract.

26.20.2 On the termination of the Contract for any reason, the Contractor must:

- a) subject to the requirements of this clause, cease performing any work or carrying out any obligations under the Contract;
- b) co-operate with the Department to enable any outstanding matters under the Contract to be dealt with or concluded in a satisfactory manner;
- c) co-operate with the Department to enable the Contractor's patients to be transferred to one or more other contractors or providers of *essential services* (or their equivalent), which must include:
 - i) providing reasonable information about individual patients, and
 - ii) delivering patient records,

to such other appropriate person or persons as the Department specifies;

d) deliver up to the Department all property belonging to the Department including all documents, forms, computer hardware and software, drugs, appliances or medical equipment which may be in the Contractor's possession or control.

26.20.3 Subject to clauses 26.20.4 to 26.20.6 the Department's obligation to make payments to the Contractor in accordance with the Contract shall cease on the date of termination of the Contract.

26.20.4 On termination of the Contract or termination of any obligations under the Contract for any reason, the Department must perform a reconciliation of the payments made by the Department to the Contractor and the value of the work undertaken by the Contractor under the Contract. The Department must serve the Contractor with written details of the reconciliation as soon as reasonably practicable, and in any event no later than 28 days after the termination of the Contract.

26.20.5 If the Contractor disputes the accuracy of the reconciliation, the Contractor may refer the dispute to the *NHS dispute resolution procedure* in accordance with the terms of the Contract within 28 days beginning on the date on which the Department served the Contractor with written details of the reconciliation. The parties shall be bound by the determination of the dispute.

26.20.6 Each party shall pay the other any monies due within three months of the date on which the Department served the Contractor with written details of the reconciliation, or the conclusion of the *NHS dispute resolution procedure*, as the case may be.

26.20.7 The obligations contained in clauses 26.20.1 to 26.20.6 shall continue to apply notwithstanding the termination of the Contract.

27 PART 27

27.1 Non-Survival of Terms

27.1.1 Unless expressly provided, no term of this Contract shall survive expiry or termination of this Contract. Express provision is made in relation to:

- a) clauses 16.1.6 and 16.1.7 (patient records);
- b) Part 19 (fees and charges), to the extent specified in clause 19.1.5;
- c) Part 24 (complaints);
- d) Part 25 (dispute resolution procedures);
- e) clause 26.19.2 (notifications to the *Local Medical Committee*);
- f) clauses 26.20.1 to 26.20.6 (consequences of termination); and
- g) clauses 27.3.1 and 27.3.2 (governing law and jurisdiction).

27.2 Entire Agreement

27.2.1 Subject to Part 11 (opts outs of *additional* and *out of hours services*), clauses 15.9.8 and 15.10.8 and any variations made in accordance with Part 26, this Contract constitutes the entire agreement between the parties with respect to its subject matter.

27.2.2 The Contract supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into the Contract on the basis of any representations that are not expressly incorporated into the Contract. However, nothing in this Contract purports to exclude liability on the part of either party for fraudulent misrepresentation.

27.3 Governing Law and Jurisdiction

27.3.1 This Contract shall be governed by and construed in accordance with Isle of Man law.

27.3.2 Without prejudice to the dispute resolution procedures contained in this Contract, in relation to any legal action or proceedings to enforce this Contract or arising out of or in connection with this Contract, each party agrees to submit to the exclusive jurisdiction of the court of the Isle of Man.

27.3.3 Clauses 27.3.1 and 27.3.2 shall continue to apply notwithstanding the termination of the Contract.

27.4 Waiver, Delay or Failure to Exercise Rights

27.4.1. The failure or delay by either party to enforce any one or more of the terms or conditions of this Contract shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Contract.

27.5 Force Majeure

27.5.1 Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Contract which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:

- a) inform the other party in writing of such circumstances or events and of what obligation or duty they have delayed or prevented being performed; and
- b) take all action within its power to comply with the terms of this Contract as fully and promptly as possible.

27.5.2 Unless the affected party takes such steps, clause 27.5.1 shall not have the effect of absolving it from its obligations under this Contract. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.

27.5.3 If the affected party is delayed or prevented from performing its obligations and duties under the Contract for a continuous period of 3 months, then either party may terminate this Contract by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

27.5.4 The termination shall not take effect at the end of the notice period if the affected party is able to resume performance of its obligations and duties under the Contract within the period of notice specified in accordance with clause 27.5.3 above, or if the other party otherwise consents.

27.6 Severance

27.6.1 Subject to clauses 27.6.2 and 27.6.3, if any term of this Contract, other than a *mandatory term*, is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall, to the extent required, be deemed to be deleted from this Contract and shall not affect the validity, lawfulness or enforceability of any other terms of the Contract.

27.6.2 If, in the reasonable opinion of either party, the effect of such a deletion is to undermine the purpose of the Contract or materially prejudice the position of either party, the parties shall negotiate in good faith in order to agree a suitable alternative term to replace the deleted term or a suitable amendment to the Contract.

27.6.3 If the parties are unable to reach agreement as to the suitable alternative term or amendment within a reasonable period of commencement of the negotiations, then the parties may refer the dispute for determination in accordance with the *NHS dispute resolution procedure* set out in clauses 25.3.1 to 25.3.6.

27.7 Service of Notice

27.7.1 Save as otherwise specified in this Contract or where the context otherwise requires, any notice or other information required or authorised by this Contract to be given by either party to the other party must be in writing and may be served:

- a) personally;
- b) by post, or in the case of any notice served pursuant to Part 26, registered or recorded delivery post;
- c) by telex, or facsimile transmission (the latter confirmed by telex or post);
- d) unless the context otherwise requires and except in clause 26.1.1, electronic mail; or
- e) by any other means which the Department specifies by notice to the Contractor.

27.7.2 Any notice or other information shall be sent to the address specified in the Contract or such other address as the Department or the Contractor has notified to the other.

27.7.3 Any notice or other information shall be deemed to have been served or given:

- a) if it was served personally, at the time of service;
- b) if it was served by post, two *working days* after it was posted; and
- c) if it was served by telex, electronic mail or facsimile transmission, if sent during *normal hours* then at the time of transmission and if sent outside *normal hours* then on the following *working day*.

27.7.4 Where notice or other information is not given or sent in accordance with clauses 27.7.1 to 27.7.3, such notice or other information is invalid unless the person receiving it elects, in writing, to treat it as valid.

28 PART 28

28.1 Reserved for Registered patients from outside practice area

28.2 Reserved for Variation of contractual terms

28.3 Reserved in respect of Savings in respect of the Patient Choice Extension Scheme

**SCHEDULE 1
(Individual)**

Part 1

The Department whose name, address, telephone number, fax number and email address (if any) is:

Department of Health and Social Care
Crookall House
Demesne Road
Douglas, Isle of Man
IM1 3QA
Tel Number 01624 642600
Email address: fps@gov.im

Part 2

The Contractor is a medical practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

**SCHEDULE 1
(Partnership)**

Part 1

The Department whose name, address, telephone number, fax number and email address (if any) is:

<p>Department of Health and Social Care Crookall House Demesne Road Douglas, Isle of Man IM1 3QA Tel Number 01624 642600 Email address: fps@gov.im</p>
--

Part 2

The Contractor is a [limited] partnership under the name of [] carrying on business at

The telephone number, fax number (if any) and email address (if any) of the Contractor are as follows:-

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

The names of the partners at the date of signature of this Contract are:

The Contract is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

- 1 the retirement, death or expulsion of any one or more partners; and/or
- 2 the addition of any one or more partners.

The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.

**SCHEDULE 1
(Company)**

Part 1

The Department whose name, address, telephone number, fax number and email address (if any) is:

Department of Health and Social Care
Crookall House
Demesne Road
Douglas, Isle of Man
IM1 3QA
Tel Number 01624 642600
Email address: fps@gov.im

Part 2

The Contractor is a company limited by shares whose name and registered office is:

The address to which official correspondence and notices may be sent is, and the contact telephone number, fax number (if any) and email address (if any) is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

SCHEDULE 2
Signatures of the Parties to the Agreement

Signed by

For and on behalf of the DEPARTMENT
Dated:

Signed by

In the presence of

Dated:

[The Contract must be signed by a person with power to bind the Contractor. If the Contractor is a partnership, it is recommended that all of the partners comprising the partnership at the date the Contract is signed (whether those partners are general partners or limited partners) sign the Contract]

SCHEDULE 3

Information to be included in Practice Leaflets

A *practice leaflet* must include:

- 1 The name of the Contractor.
- 2 The address of each of the Contractor's *practice premises*.
- 3 The Contractor's telephone and fax numbers and the address of its website (if any).
- 4 In the case of a Contract with a partnership:
 - a) whether or not it is a *limited partnership*; and
 - b) the names of all the partners and, in the case of a *limited partnership*, their status as a general or limited partner.
- 5 In the case of a Contract with a company:
 - a) the names of the directors, the company secretary and the shareholders of that company; and
 - b) the address of the company's registered office.
- 6 The full name of each person performing services under the Contract.
- 7 The professional qualifications of each *health care professional* providing services under the Contract.
- 8 Whether the Contractor undertakes the teaching or training of *health care professionals* or persons intending to become *health care professionals*.
- 9 The Contractor's *practice area*, including the area known as the outer boundary area, by reference to a sketch diagram, plan or postcode.
- 10 The access arrangements which the Contractor's *practice premises* has for providing services to disabled patients and, if none, the alternative arrangements for providing services to such patients.
- 11 How to register as a patient.
- 12 The right of patients to express a preference of practitioner in accordance with clause 13.8 and the means of expressing such a preference.
- 13 The services available under the Contract.
- 14 The opening hours of the *practice premises* and the method of obtaining access to services throughout the *core hours*.
- 15 The criteria for home visits and the method of obtaining such visits.
- 16 The consultations available to patients under clauses 7.8.1 and 7.8.2, and 7.9.1 and 7.9.2.

- 17 The arrangements for services in the *out of hours period* and how the patient may contact such services.
- 18 If services during the *out of hours period* are not provided by the Contractor, the fact that the Department is responsible for commissioning of those services.
- 19 The method by which patients may 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 under clause 13.11 where a patient is violent or abusive to the Contractor, the Contractor's staff, persons present on the *practice premises* or in the place where treatment is provided under the Contract.
- 25 Details of who has access to patient information (including information from which the identity of the individual can be ascertained) and the patient's rights in relation to disclosure of such information.
- 26 The full name, postal and electronic email address and telephone number of the Department.
- 27 Information about the assignment by the Contractor to its new and existing patients of an *accountable GP* in accordance with clause 7.7B.
- 28 Information about the assignment by the Contractor to its patients aged 75 and over of an *accountable GP* under clause 7.9.

SCHEDULE 4

Key performance Indicators being measured

- a) Maintain each of the disease registers set out in the Quality Outcomes Framework (England) and code patients based on diagnosis;
- b) Will provide all appropriate care to each patient on the disease register, including an annual check which should be undertaken no later than 15 months;
 - (ii) Annual checks should be recorded using the 'QOF' templates built into the GP electronic record keeping system

SCHEDULE 5
Plan for Improvement of Premises

SCHEDULE 6
Payment Schedule

Payments will be made on the basis of:	
1	A monthly contract payment (otherwise called the global sum) and DES's (excluding those paid by IOS set out in 4 below, paid at a rate of:
	100% weighted capitation (updated quarterly throughout the year)
2	QOF payment based on raw list size
3	A seniority allowance, calculated annually (updated each September)
4	Item of Service payment (fee per item) claimed each month in relation to the following services:
	<ul style="list-style-type: none"> • Phlebotomy • Enhanced vaccination and immunisations • Services to Care Homes • Inter-uterine devices/implants • Minor surgery • Post operative wound care • Vasectomies • Shared Care • Temporary residents
	(all as defined in their individual LES/DES service specifications)
Additional payments may be made on application, according to the Statement of Fees and Entitlements	

All payments with the exception of items of service payments will be paid in equal 12ths monthly throughout the year. Items of service payment and any ad hoc reimbursements will be paid on completion and acceptance of the relevant claim.

SCHEDULE 7

Reserved for Dispensing Doctors

SCHEDULE 8

Enhanced Services which the Practice has agreed to undertake for its registered patients, or for patients of other Practices as set out below:

Enhanced Service	Mandatory / Optional	Contractor to undertake this service for its own registered patients (Yes/No)	Contractor to provide this service to patients of other Practices (Yes / No)
Flu vaccination	Mandatory		
Minor Surgery	Mandatory		
Post-Operative Wound Care	Mandatory		
Tertiary Shared Care	Optional		
Patient Participation	Optional		
Safeguarding	Mandatory		
Childhood Imms	Mandatory		
IUDs	Optional		
LARCs	Optional		
Adult Care Homes	Optional		
Phlebotomy	Optional		
Vasectomies	Optional		
Appointments	Mandatory		
Learning Disability	Mandatory		
Alcohol	Mandatory		
Network	Optional		
Occipital Nerve Injection	Optional		













<p>This schedule constitutes the agreement between the practice and the DEPARTMENT in regards to enhanced services.</p>		
<p>Signature on behalf of the Practice:</p>		
Signature	Name	Date
<p>Signature on behalf of the DEPARTMENT:</p>		
Signature	Name	Date

Standard General Medical Services Contract






SCHEDULE 9
Practice boundary

Schedule 10 – Service Specifications

Table of Specifications

Service Description	Specification
Minor Surgery	 Minor Surgery Service Specification
Flu Vaccination	 SLA for flu and pneumo 2020-21.do
Post operative Wound Care	 Post operative Wound Service Spec
Safeguarding	 Safeguarding Service Specification
Childhood immunisations	 Childhood Immunisations Servi
Appointments	 Appointments spec for 2020 v4docx.doc
Learning Disability	 LD DES Service Specification Templa
Alcohol	 Alcohol Service Specification Templa
Tertiary Shared Care	 Shared Care Service Specification Templa
Patient Participation	 Patient Participation Service
IUD's	 IUDs Service Specification Templa
LARC's	 LARC's Service Specification Templa

Standard General Medical Services Contract

<p>Adult Care Homes</p>	 Care Homes Service Specification Template
<p>Phlebotomy</p>	 Phlebotomy Service Specification Template
<p>Vasectomies</p>	 Vasectomy Service Specification Template
<p>Occipital Nerve Injection</p>	 Occipital Nerve injections Service Sp
<p>Covid Vaccination LES</p>	<p>To be included once ratified</p>
<p>Network DES</p>	<p>The 2020 Network DES has been written in liason with the Clinical Directors and will be included when completed. Payment for this DES will continue as per the 19-20 DES until the 2020 DES has been signed.</p>
<p>Winter Planning LES</p>	 Winter Planning, additional appts Ser