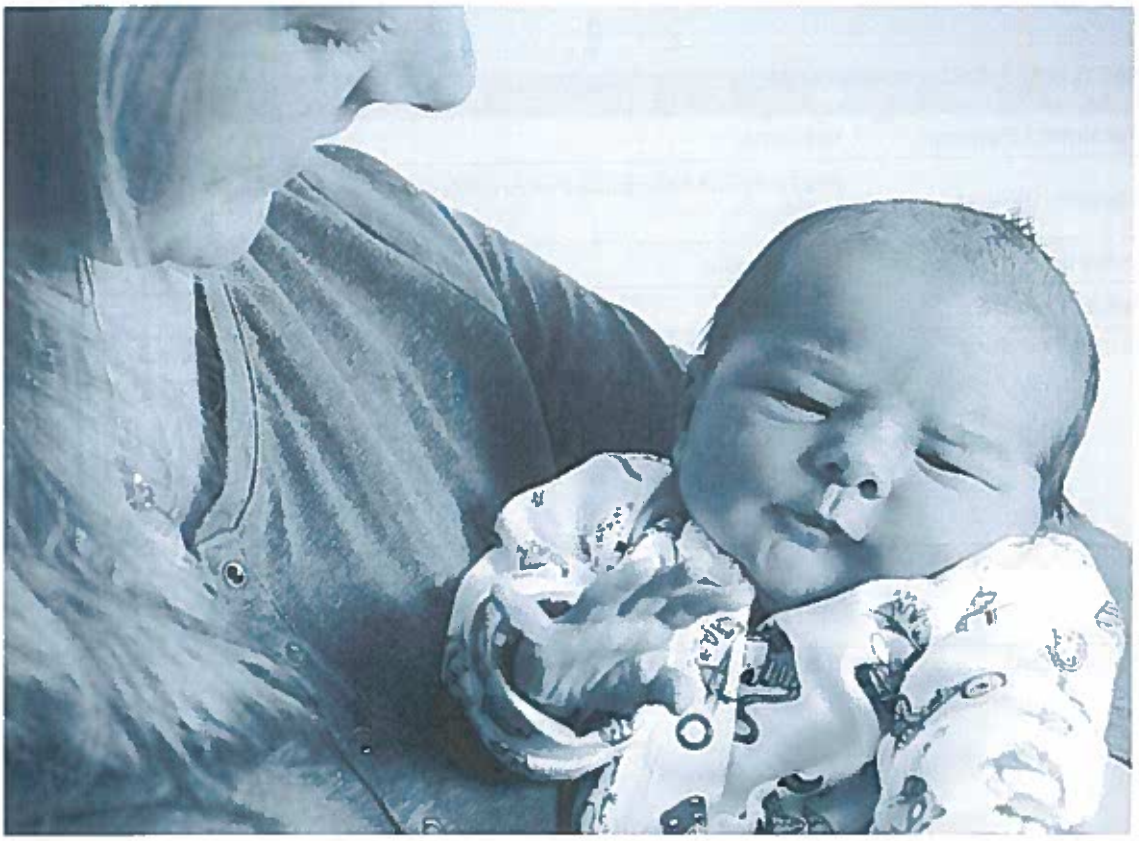
NHS England



NHS England Standard Alternative Provider Medical Services Contract 2017/2018

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Document Status

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NHS England
Standard Alternative Provider Medical Services Contract 2017

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The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

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

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

Contents

PARTIES

(1) The Commissioner

(2) The Contractor[1]

BACKGROUND:

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

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

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

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

1 Status of Contract

1.1 The Contractor is not[2] a Health Service Body for the purposes of section 9 of the 2006 Act. Accordingly, the Contract is not[3] an NHS Contract.[4]

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[1] Insert details on P.162
[2] Amend according to pre-existing status of Contractor. There is no ability to opt to be a NHS body under this Contract.
[3] Amend according to status of Contractor
[4] This is a requirement of the APMS Directions

2 Commencement and Duration of the Contract

2.1 The Contract shall commence on the Commencement Date[5].

2.2 Unless terminated earlier in accordance with Clauses 58 to 62 or other prior lawful termination and subject to Clause **Error! Reference source not found.**, the Contract will terminate on the Expiry Date[6].

2.3 RESERVED

2.4 Without prejudice to any other term of the Contract, the Commissioner may terminate the Contract at any time on nine (9) months'[7] notice.

3 Services and Attendance on Patients

3.1 The Commissioner appoints the Contractor to provide the Services in accordance with the Service Specification set out in Schedule 2 commencing on the Commencement Date and continuing for the duration of the Contract and in accordance with and subject to the provisions of the Contract.

3.2 The Contractor shall take reasonable steps to ensure that any Patient who has not previously made an appointment and attends at the Practice Premises during the Core Hours for Essential Services is provided with such services by an appropriate Health Care Professional during that period except where:

3.2.1 it is more appropriate for the Patient to be referred elsewhere for services under the 2006 Act or the 2012 Act (as the case may be); or

3.2.2 the Patient is then offered an appointment to attend again within a time which is reasonable having regard to all the circumstances and the Patient's health would not thereby be jeopardised.

[5] Insert details on P.161
[6] Insert details on P.167
[7] For local determination

3.3 In the case of a Patient whose medical condition is such that, in the reasonable opinion of the Contractor, the provision of Services in Core Hours is needed and it would be inappropriate for the Patient to attend the Practice Premises during Core Hours, the Contractor shall provide Services to that Patient at whichever is appropriate of the following places:

3.3.1 the place recorded in the Patient's medical records as being his last home address;

3.3.2 such other place as the Contractor has informed the Patient and the Commissioner is the place where it has agreed to visit and treat the Patient;

3.3.3 some other place in the Patient Registration Area.

3.4 Nothing in this Clause 3 prevents the Contractor from:

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

3.4.2 visiting the Patient in circumstances where this Clause 3 does not place it under an obligation to do so.

3.5 Where the Contractor provides Out of Hours Services under this Contract, (as set out in Schedule 2), the Contractor will (to the extent that they are relevant to the provision of the Services):

3.5.1 meet the quality requirements set out in the document entitled "National Quality Standards in the Delivery of Out of Hours Services" published on 20 July 2006 (or any subsequent successor publication);

3.5.2 comply with any requests for information which it receives from or on behalf of the Board about the provision by the Contractor of Out of Hours Services to its Registered Patients in such manner, and before the end of such period, as is specified in the request.

4 Quality Standards

4.1 Without prejudice to the Contractor's obligations to meet all performance requirements under the Contract, the Contractor shall meet all NHS Requirements notified to it by the Commissioner and, in particular, the standards set out in Standards for Better Health (or any subsequent successor devised by the Care Quality Commission or otherwise).

4.2 The Contractor shall provide the Services in accordance with the Service Specification and to such standards as are more particularly described in the Service Specification set out in Schedule 2 and in accordance with all requirements of the Contract and its Schedules.

4.3 The Contractor shall participate, as the Commissioner may reasonably require, in any other locally agreed quality assurance schemes including (without limitation) significant event reporting.

5 Level of Skill

5.1 Without prejudice to the Contractor's obligations to meet all performance requirements under the Contract, the Contractor shall carry out its obligations under the Contract in a timely manner and with reasonable care and skill, including where appropriate such level of care and skill as would be expected from a competent professional carrying out the relevant obligation and in any event in accordance with Good Practice.

6 Premises and Equipment

6.1 The Contractor will provide the Services from the Practice Premises. The provisions of Schedule 3 shall apply to the Practice Premises.

6.2 Notwithstanding the provisions of Schedule 3, the Contractor shall ensure that the Premises used for the provision of the Services under the Contract are:

6.2.1 suitable for the delivery of the Services; and

6.2.2 sufficient to meet the reasonable needs of the Contractor's patients.[8]

7 Loaned Equipment

7.1 The Contractor shall satisfy itself that any Loaned Equipment (including without limitation that listed in Part 2 of Schedule 3) is suitable for the purpose intended and the provisions of Part 2 of Schedule 3 shall apply accordingly.

8 Telephone Services

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

8.1.1 Patients to contact the Practice for any purpose related to the Contract; or

8.1.2 any other person to contact the Practice in relation to services provided as part of the health service,

starts with the digits 087, 090 or 091, 0844, or any other premium rate numbers, or consists of a personal number, unless the service is provided free to the caller.

8.2 In this Clause 8, "personal number" means a telephone number which starts with the number 070 followed by a further 8 digits, or 07 followed by a further 9 digits.

9 Cost of Relevant Calls

9.1 The Contractor must not enter into, renew or extend a contract or other arrangement for telephone services unless, having regard to the arrangement as a whole, persons will not pay more to make calls to

[8] This is a requirement of the APMS Directions

the Practice Premises than they would to make equivalent calls to a Geographical Number.

9.2 Where the Contractor is party to an Existing Contract or Other Arrangement for a telephone service under which persons making Relevant Calls to the Practice Premises call a number which is not a Geographical Number, the Contractor must comply with Clause 9.3.

9.3 The Contractor must:

(a) before the Commencement Date, review the arrangement and consider whether, having regard to the arrangement as a whole, persons pay more to make Relevant Calls than they would to make equivalent calls to a Geographical Number; and

(b) if the Contractor so considers, take all reasonable steps, including in particular considering the matters specified in Clause 9.4, to ensure that, having regard to the arrangement as a whole, persons will not pay more to make Relevant Calls than they would to make equivalent calls to a Geographical Number.

9.4 The matters referred to in Clause 9.3(b) are:

(a) varying the terms of the contract or arrangement;

(b) renegotiating the terms of the contract or arrangement; and

(c) terminating the contract or arrangement.

9.5 If, despite taking all reasonable steps referred to in Clause 9.3(b), it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay more to make Relevant Calls to the Practice Premises than they would to make equivalent calls to a Geographical Number, the Contractor must introduce a system under which if a caller
asks to be called back, the Contractor will do so at the Contractor's expense.

10 Clinical Reports & Co-operation

10.1 Where the Contractor provides any clinical services under this Contract, other than under a private arrangement to a patient who is not on its List of Patients, it shall prepare a clinical report relating to the consultation and any treatment provided and shall, as soon as reasonably practicable, provide a copy of the clinical report to the Commissioner. The Commissioner shall send any clinical report received to either:

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

10.1.2 if the person referred to in Clause 10.1.1 is not known to the Commissioner, Local Health Board, Health Board or Health and Social Services Board, in whose area the Patient is resident.

This clause 10.1 does not apply to Out of Hours Services to be provided by the Contractor.

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

10.3 Not used.

10.4 If the Contractor is not, pursuant to the Contract, providing to its Registered Patients or to persons whom it has accepted as Temporary Residents:

10.4.1 a particular Service; or

10.4.2 Out of Hours Services,

either at all or in respect of some periods or some services, the Contractor shall comply with the requirements specified in Clause 10.5.

10.5 The requirements referred to in Clause 10.4 are that the Contractor shall:

10.5.1 co-operate with any person responsible for the provision of that service or those services;

10.5.2 comply with any reasonable request for information from such a person or from the Commissioner relating to the provision of that Service or those Services.

10.5.3 In the case of Out of Hours Services:

(i) take reasonable steps to ensure that any Patient who contacts the Practice Premises during the Out of Hours Period is provided with information about how to obtain Services during that period,

(ii) ensure that the clinical details of all out of hours consultations received from the out of hours provider are reviewed by a clinician within the Practice on the same Working Day as those details are received by the Practice or, exceptionally, on the next Working Day,

(iii) 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 practice on the same day as those requests are received by the Practice, or on the next Working Day,

(iv) 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

(v) 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.

Nothing in Clauses 10.4 and 10.5 shall require the Contractor to make itself available during the Out of Hours Period.

10.6 If the Contractor ceases to be required to provide to its Patients:

10.6.1 a particular Service; or

10.6.2 Out of Hours Services, either at all or in respect of some periods or some Services,

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

10.7 The Contractor shall be required to submit an Annual Report, on a date agreed with the Commissioner, but not more than 90 days after service commencement, and thereafter each anniversary which sets out how the Services will be delivered and local and national priorities met for the forthcoming 12 month period.

10.8 The Annual Report shall conform to the template set out in Schedule 6 Annex 1 Annual Report Template and Details.

10.9 The details as listed in Schedule 6, Annex 1 shall not be considered an exhaustive list of inclusions required in the Annual Report as required by the Commissioner. Annex 1 may be amended by the Commissioner on three (3) months' written notice to the Contractor.

11 Storage of Vaccines

11.1 The Contractor shall ensure that:

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

11.1.2 all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken on all Working Days. Such readings must be recorded in a maintenance log and an immediate response initiated (within agreed practice opening hours) if readings are outside the acceptable range. The maintenance log must be available for inspection at the relevant premises by the Commissioner at any time.

12 Infection Control

12.1 The Contractor shall ensure that it has appropriate arrangements for infection control and decontamination, as reasonably determined by the Commissioner.

13 Persons who shall perform the Services

13.1 The Contractor is required to comply with this Clause 13 in relation to all persons performing the Services.

13.2 Subject to Clauses 13.7.A, and 13.3, no medical practitioner shall perform primary medical services under the Contract unless he is:

13.2.1 included in the Medical Performers List and has provided documentary evidence of the same to the Contractor;

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

13.2.3 not subject to interim suspension under section 41A of the Medical Act 1983 (interim orders).

13.3 Clause 13.2.1 shall not apply in the case of:

13.3.1 a person who is provisionally registered under sections 15, 15A or 21 of the Medical Act 1983 acting in the course of his employment in a resident medical capacity in an Approved Medical Practice;

13.3.2 a GP Specialty Registrar who has applied to the Commissioner to have his name included in its Medical Performers List until either the Commissioner notifies him of its decision on that application, or the end of a period of three (3) months, starting 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

13.3.3 a medical practitioner, who:

13.3.3.1 is not a GP Specialty Registrar;

13.3.3.2 is undertaking a programme of post-registration supervised clinical practice supervised by the General Medical Council ("a post-registration programme");

13.3.3.3 has notified the Commissioner that he will be undertaking part or all of a post-graduate programme in England at least twenty-four (24) hours before commencing any part of that programme; and

13.3.3.4 has, with that notification, provided the Commissioner with evidence sufficient for it to satisfy itself that he is undertaking a post-registration programme,

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

13.4 No Health Care Professional other than one to whom Clauses 13.2 and 13.3 apply shall perform clinical services under the Contract unless he is registered with his relevant professional body and his registration is not currently suspended.

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

13.6 No Health Care Professional shall perform any clinical services unless he has such clinical experience and training as are necessary to enable him properly to perform such services.

13.7 Before employing or engaging any person to assist it in the provision of the Services under the Contract, the Contractor shall take reasonable care to satisfy itself that the person in question is both suitably qualified, including meeting the requirements in Clauses 13.2 and 13.4 and competent to discharge the duties for which he is to be employed or engaged.

13.7A Where the prospective employee is a GP Specialty Registrar, Clause 13.2.1 shall apply but subject to the following modifications:

13.7A.1 The GP Specialty Registrar is treated as having provided documentary evidence of the GP Specialty Registrar's Application to the Commissioner for inclusion in the medical performers list; and

13.7A.2 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.

13.8 When considering the competence and suitability of any person for the purpose of Clause 13.7, the Contractor shall have regard, in particular, to:

13.8.1 that person's academic and vocational qualifications;

13.8.2 his education and training; and

13.8.3 his previous employment or work experience.

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

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

13.9.2 removed from the Relevant Register.

13.10 The Contractor may use the Commissioner's commissioned occupational health service (at its own cost) in order to allow any staff or other persons employed or engaged by it, to undergo medical screening, immunisation or testing prior to their appointment or undertaking any work in connection with the Services.

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

13.12 The Contractor will maintain detailed records of staff employed or engaged in providing the Services including details of names and place of duty and starting and finishing times, training performance and disciplinary action and any other information relating to the Contractor's obligations in this Clause 13 as may be reasonably required and these records will be available to the Commissioner on reasonable request.

13.13 The Contractor will employ or engage sufficient employees or persons to ensure that all of the Services are provided at all times and in all respects in complete conformity with the Service Specification. This will include, but not be limited to, the Contractor providing a sufficient reserve of trained and competent staff to provide the Services during

staff holidays or absence due to contractual or statutory leave entitlements, sickness or voluntary absence.

13.14 The Contractor shall at all times provide a sufficient number of staff of a supervisory and management level to ensure that all persons or staff employed or engaged in providing the Services are at all times adequately supervised and managed and properly perform their duties. The Contractor shall ensure that such supervisory and management level staff are sufficiently skilled, trained and instructed with regard to all matters under the Contract, including without limitation the performance of the Services.

13.15 The Contractor shall ensure that its staff are provided with all necessary and appropriate support to facilitate them in developing career progression pathways.

14 Training

14.1 The Contractor shall ensure that for any Health Care Professional who is:

14.1.1 performing clinical services under the Contract; or

14.1.2 employed or engaged to assist in the performance of such services,

there are in place arrangements for the purpose of maintaining and updating his skills and knowledge in relation to the services which he is performing or assisting in performing. The Commissioner may require the Contractor, where the Contractor is legally able to do so, to restrict or suspend the performance of any named health professional from performing services under this Contract until the requirements of this clause have been satisfied. For the avoidance of doubt any costs associated with the restriction or suspension must be met by the Contractor unless the contract sanction is successfully challenged by the Contractor through the Dispute Resolution Procedure.

14.2 The Contractor shall afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence in addition to the Contractor's obligations as to training set out in the Service Specification.

14.3 The Contractor must co-operate with the Secretary of State in the discharge of the duty under section 1F (Duty as to Education and Training) of the 2006 Act, or co-operate with Health Education England where Health Education England is discharging that duty by virtue of a direction under section 1F of the 2006 Act by virtue of its functions under section 97 (1) of the Care Act 2014 (planning education and training for health workers etc.)

14.4 The Contractor will employ only such persons as are careful, qualified, skilled and experienced in the duties required of them, and will ensure that every such person is properly and sufficiently trained and instructed (at the Contractor's expense) and carries out the Services with regard to:

14.4.1 the task or tasks that person has to perform;

14.4.2 all relevant provisions of the Contract and the Service Specification;

14.4.3 all relevant policies, rules, procedures and standards of the Commissioner (including any health and safety at work, harassment, discrimination and equal opportunities policies);

14.4.4 the need for those working in a health services environment to observe the highest standards of hygiene, customer care, courtesy and consideration;

14.4.5 the need to keep confidential all information howsoever acquired whether relating to the Trust and its business, or relating to patients, including but not limited to patient identity, clinical conditions and treatment;

14.4.6 the need to provide a suitably high standard of customer care through both initial and thereafter periodic training both in customer care and in communicating with and supporting Patients to include responding to Patient feedback;

14.4.7 the need to be aware of and understand and recognise Patients' social and cultural diversity, values and beliefs which may influence any decisions taken by Patients and how they want to receive care, treatment and support.

14.5 The adherence of the Contractor's staff to required standards of performance shall be routinely monitored and the Contractor shall promptly take such remedial action as may be required where such standards are not attained. The Contractor shall ensure that its staff employed or engaged in providing the Services receive an annual individual appraisal to include the implementation of professional development plans.

15 Appraisal and Assessment

The Contractor shall ensure that any medical practitioner performing Services under the Contract participates in an appropriate appraisal system and co-operates with the Commissioner in relation to the Commissioner's patient safety functions.

16 Arrangements for GP Specialty Registrars

16.1 The Contractor shall only employ a GP Specialty Registrar subject to the conditions in Clause 16.2.

16.2 The conditions referred to in Clause 16.1 are that the Contractor shall 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 them in the performance of those services.

16.3 Where the Contractor employs a GP Specialty Registrar, the Contractor must offer the GP Specialty Registrar terms of employment in accordance with such rates and subject to the conditions as are approved by the Secretary of State concerning the grants, fees, travelling and other allowances payable to GP Specialty Registrars; and take into account the guidance contained in the document entitled "A Reference Guide to Postgraduate Specialty Training in the UK".

17 Notification Requirements in Respect of Specified Prescribers

17.1 Where:

17.1.1 the Contractor employs or engages a person who is specified in Clause 17.2.5 whose functions will include prescribing;

17.1.2 a party to the Contract is a person who is specified in Clause 17.2.5; or

17.1.3 the functions of a person who is a person specified in Clause 17.2.5 and is a person whom the Contractor already employs or has already engaged are extended to include prescribing,

the Contractor shall notify the Commissioner within the period of seven (7) days beginning with the date on which the Contractor employed or engaged the person, the party to the Contract (unless immediately before becoming such a party, the person fell under Clause 17.1.1), or the person's functions were extended.

17.2 Where:

17.2.1 the Contractor ceases to employ or engage a person who is specified in Clause 17.2.5 whose functions included prescribing in its practice;

17.2.2 a party to the Contract who is a person who is specified in Clause 17.2.5 ceases to be a party to the Contract; or

17.2.3 the functions of a person who is specified in Clause 17.2.5 whom the Contractor employs or engages in its practice are changed so that they no longer include prescribing in its practice; or

17.2.4 the Contractor becomes aware that a person who is specified in Clause 17.2.5 whom it employs or engages has been removed or suspended from the Relevant Register,

the Contractor shall notify the Commissioner by the end of the second Working Day after the day on which the event occurred.

17.2.5 The specified persons are:

17.2.5.1 a Chiropodist or Podiatrist Independent Prescriber;

17.2.5.2 an Independent Nurse Prescriber;

17.2.5.3 a Pharmacist Independent Prescriber;

17.2.5.4 a Physiotherapist Independent Prescriber; and

17.2.5.5 a Supplementary Prescriber.

17.3 The Contractor shall provide the following information when it notifies the Commissioner in accordance with Clause 17.1:

17.3.1 the person's full name;

17.3.2 his professional qualifications;

17.3.3 his identifying number which appears in the Relevant Register;

17.3.4 the date on which his entry in the Relevant Register was annotated to the effect that he was qualified to order drugs, medicines and Appliances for Patients; and

17.3.5 the date on which he was employed or engaged, if applicable, or the date on which one of his functions became to prescribe in its Practice.

17.4 The Contractor shall provide the following information when it notifies the Commissioner in accordance with Clause 17.2:

17.4.1 the person's full name;

17.4.2 his identifying number which appears in the Relevant Register; and

17.4.3 the date on which he ceased to carry out prescribing functions.

18 Signing of Documents

18.1 In addition to any other requirements relating to such documents whether in the Contract or otherwise, the Contractor shall ensure that:

18.1.1 the documents specified in Clause 18.2 include:

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

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

18.1.2 the documents specified in Clause 18.3, include the clinical profession of the Health Care Professional who signed the document.

18.2 The documents referred to in Clause 18.1.1 are:

18.2.1 certificates issued in accordance with Clause 47.1, unless regulations relating to particular certificates provide otherwise; and

18.2.2 any other clinical documents, apart from:

18.2.2.1 Home Oxygen Order Forms; and

18.2.2.2 those documents specified in Clause 18.1.2.

18.3 The documents referred to in Clause 18.1.2 are Batch Issues, Prescription Forms and Repeatable Prescriptions.

18.4 The Contractor shall keep an up to date register of authorised signatories and shall promptly notify the Commissioner in the event of any changes from time to time.

19 Prescribing

19.1 The Contractor shall ensure that any Prescription Form or Repeatable Prescriptions for drugs, medicines or Appliances issued or created by a Prescriber, any Home Oxygen Order Form issued by a Health Care Professional and any Listed Medicines Voucher issued by a Prescriber or any other person acting under the Contract complies as appropriate with the requirements in Clauses 19.3 to 28.3.

19.2 For the purposes of Clauses 19.1 to 28.3 drugs include contraceptive substances and Appliances include contraceptive appliances.

19.3 Subject to Clauses 19.3.3 and 19.3.4 and to Clauses 24 and 25 a Prescriber shall order any drugs, medicines or Appliances which are needed for the treatment of any Patient who is receiving treatment under the Contract by:

19.3.1 issuing to that Patient a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with Clause 19.5; or

19.3.2 where Clause 20.1 applies, creating and transmitting an Electronic Prescription,

and such a Non-Electronic Prescription Form, Non-Electronic Repeatable Prescription or Electronic Prescription shall not be used in any other circumstances.

19.3.3 A Health Care Professional shall order any Home Oxygen Services which are needed for the treatment of any Patient who is receiving treatment under the Contract by issuing a Home Oxygen Order Form.

19.3.4 During an outbreak of an illness for which a Listed Medicine may be used for treatment or for prophylaxis, if:

19.3.4.1 the Secretary of State or the Commissioner has made arrangements for the distribution of a Listed Medicine free of charge;

19.3.4.2 those arrangements contain criteria set out in a protocol which enable persons who are not Prescribers to identify the symptoms of, and whether there is a need for treatment or prophylaxis of, that disease;

19.3.4.3 a person acting on behalf of the Contractor, who is not a Prescriber but who is authorised to order Listed Medicines by the Commissioner, has applied the criteria referred to in paragraph 19.3.4.2 to any Patient who is receiving treatment under the Contract; and

19.3.4.4 having applied the criteria, the person acting on behalf of the Contractor has concluded that the Listed Medicine is needed for treatment or prophylaxis of that Patient,

the person acting on behalf of the Contractor must order that Listed Medicine by using a Listed Medicines Voucher, which the person ordering the Listed Medicine must sign.

19.4 A Prescriber may order drugs, medicines or Appliances on a Repeatable Prescription only where the drugs, medicines or Appliances are to be provided more than once.

19.5 In issuing any Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription the Prescriber shall sign the Prescription Form or Repeatable Prescription in ink with his initials and surname, or his forenames and surname, in his own handwriting and not by means of a stamp, and shall so sign only after particulars of the order have been inserted in the Prescription Form or Repeatable Prescription, and:

19.5.1 the Prescription Form or Repeatable Prescription shall not refer to any previous Prescription Form or Repeatable Prescription; and

19.5.2 a separate Prescription Form or Repeatable Prescription shall be used for each Patient, except where a bulk prescription is issued for a school or institution under Clauses 28.1 to 28.3; and

19.5.3 a Home Oxygen Order Form shall be signed by a Health Care Professional.

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

19.6.1 use only the Non-Electronic Prescription Form provided specially for the purposes of supply by instalments;

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

19.6.3 order only such quantity of the drug as will provide treatment for a period not exceeding fourteen (14) days.

19.7 The Non-Electronic Prescription Form provided specially for the purpose of supply by instalments shall not be used for any purpose other than ordering drugs in accordance with Clause 19.6.

19.8 In a case of urgency a Prescriber may request a Chemist to dispense a drug or medicine before a Prescription Form or Repeatable Prescription is issued or created, but only if:

19.8.1 that drug or medicine is not a Scheduled Drug;

19.8.2 that drug is not a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedules 4 or 5 to the Misuse of Drugs Regulations 2001; and

19.8.3 he undertakes to furnish the Chemist, within seventy two (72) hours, with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with Clause 19.5 or transmit to the Electronic Prescription Service within seventy-two (72) hours an electronic prescription.

19.9 In a case of urgency a Prescriber may request a Chemist to dispense an Appliance before a Prescription Form or Repeatable Prescription is issued or created, but only if:

19.9.1 that Appliance does not contain a Scheduled Drug or a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001;

19.9.2 in the case of a Restricted Availability Appliance, the Patient is a person, or it is for a purpose, specified in the Drug Tariff; and

19.9.3 he undertakes to furnish the Chemist, within seventy two (72) hours, with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with Clause 19.5 or transmit to the Electronic Prescription Service within seventy-two (72) hours an Electronic Prescription.

19.10 When prescribing in relation to pandemic influenza both parties shall comply with the National Health Service (Prescribing and Charging Amendments Relating to Pandemic Influenza) Regulations 2009.

20 Electronic Prescriptions

20.1 A Prescriber may only order drugs, medicines or Appliances by means of an Electronic Prescription if:

20.1.1 the Commissioner authorises the Contractor to use the Electronic Prescription Service;

20.1.2 the Patient to whom the prescription relates has:

(i) nominated one or more Dispensers;

(ii) confirmed that he intends to use that Dispenser (or one of them) for the purposes of obtaining the drugs, medicines or Appliances ordered on the Electronic Prescription in question; and

(iii) consents to the use of an Electronic Prescription on the particular occasion; and

20.1.3 the prescription is not:

(i) for a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001;

(ii) for supply by instalments under Clause 19.6; or

(iii) a bulk prescription issued for a school or institution under Clause 28.

20.2 A Health Care Professional may not order Home Oxygen services by means of an Electronic Prescription.

20.3 In relation to a Patient who is a Child or an adult who lacks the capacity to nominate a dispenser, Clause 20.1.2 shall apply as if the reference to the Patient to whom the prescription relates included a reference to:

20.3.1 in the case of a Child, that Patient's parent or other person referred to in clause 31.11; or

20.3.2 in the case of an adult, that Patient's relative or primary carer, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

20.4 A Prescriber who orders drugs, medicines or Appliances by means of an Electronic Prescription shall:

20.4.1 in the case of an Electronic Repeatable Prescription, issue the Patient with a form provided by the Commissioner for the purpose of recording details of that Electronic Repeatable Prescription and linked to that Electronic Repeatable Prescription by a number contained in the form; and

20.4.2 in the case of an Electronic Prescription Form, issue the Patient, if he so requests, with a written record of the prescription which has been created.

21 Nomination of Dispensers for the Purpose of Electronic Prescriptions

21.1 A Contractor which is authorised to use the Electronic Prescription Service for its Patients must enter into the particulars relating to that Patient which is held in the Patient Demographic Service which is operated by the Information Centre for Health and Social Care:

21.1.1 where he does not have a Nominated Dispenser, the Dispenser chosen by the Patient; and

21.1.2 where he does have a Nominated Dispenser:

21.1.2.1 a replacement Dispenser; or

21.1.2.2 a further Dispenser,

chosen by that Patient.

21.2 Clause 21.1.2.2 shall not apply if the number of Nominated Dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.

21.3 An application made under Clause 21.1 may be made:

21.3.1 on behalf of any Child:

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

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

21.3.1.3 by a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of that Act; or

21.3.2 on behalf of any adult who lacks the capacity to make such an application, or to authorise such an application to be made on their behalf, by a relative or primary carer of that person, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

21.4 The Contractor:

(a) shall not seek to persuade a Patient to nominate a Dispenser recommended by the Prescriber or the Contractor; and

(b) shall, if asked by the Patient to recommend a Chemist to whom he might nominate as his Dispenser, provide the Patient with the list of all the Chemists in the area who provide an Electronic Prescription Service as given to the Contractor by the Commissioner.

22 Repeatable Prescribing Services

22.1 The Contractor may only provide Repeatable Prescribing Services to any person on its List of Patients if it satisfies the conditions in Clause 22.2 and it serves notice on the Commissioner in accordance with the terms of Clauses 22.3 and 22.4.

22.2 The Conditions referred to in Clause 22.1 are:

22.2.1 the Contractor has access to computer systems and software which enable it to issue Non-Electronic Repeatable Prescriptions and Batch Issues; and

22.2.2 the Practice Premises at which the Repeatable Prescribing Services are to be provided are located in the local authority area in which there is also located the premises of at least one Chemist who has undertaken to provide, or has entered into an arrangement to provide, Repeat Dispensing Services.

22.3 The notification referred to in Clause 22.1 is a notification, in writing, by the Contractor to the Commissioner that it:

22.3.1 wishes to provide Repeatable Prescribing Services;

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

22.3.3 satisfies the conditions in Clause 22.2.

22.4 The date specified by the Contractor pursuant to Clause 22.3.2 must be at least ten (10) days after the date on which the notification specified in Clause 22.1 is given.

22.5 Nothing in this clause requires a Contractor or Prescriber to provide Repeatable Prescribing Services to any person.

22.6 A Prescriber may only provide Repeatable Prescribing Services to a person on a particular occasion if:

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

22.6.2 the Prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.

22.7 The Contractor may not provide Repeatable Prescribing Services to any Patient of its whom any of the persons specified in Clause 22.8, is authorised or required by the Commissioner in accordance with arrangements made under section 126 (Arrangements for Pharmaceutical Services) and section 129 (Regulations as to Pharmaceutical Services) of the 2006 Act.

22.8 The persons referred to in Clause 22.7 are:

22.8.1 a medical practitioner who is a party to the Contract

22.8.2 in the case of a Contract with a company, any medical practitioner who is both a legal and beneficial shareholder in that body; or

22.8.3 any medical practitioner employed by the Contractor.

23 Repeatable Prescriptions

23.1 A Prescriber who issues a Non-Electronic Repeatable Prescription must at the same time issue the appropriate number of Batch Issues.

23.2 Where a Prescriber wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or Appliances ordered on a person's Repeatable Prescription it must:

23.3 in the case of a Non-Electronic Repeatable Prescription:

23.3.1 notify the person; and

23.3.2 make reasonable efforts to notify the Chemist providing Repeat Dispensing Services to that person,

that the original Repeatable Prescription should no longer be used to obtain or provide Repeat Dispensing Services and make arrangements for a replacement Repeatable Prescription to be issued to that person; or

23.4 in the case of an Electronic Repeatable Prescription:

23.4.1 arrange with the Electronic Prescription Service for the cancellation of the original Repeatable Prescription; and

23.4.2 create a replacement Electronic Repeatable Prescription relating to that person and notify him that he has done so.

23.5 A Prescriber who has created an Electronic Repeatable Prescription for a person must as soon as practicable arrange with the Electronic Prescription Service for its cancellation if, before the expiry of that prescription:

23.5.1 he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or Appliances ordered on his Electronic Repeatable Prescription or no longer appropriate or safe for him to continue to receive Repeatable Prescribing Services;

23.5.2 he has issued the person with a Non-Electronic Repeatable Prescription in place of the Electronic Repeatable Prescription; or

23.5.3 it comes to his notice that that person has been removed from the List of Patients of the Contractor on whose behalf the prescription was issued.

23.6 Where a Prescriber has cancelled a person's Electronic Repeatable Prescription in accordance with Clause 23.5 he must, as soon as practicable, notify that person.

23.7 A Prescriber who has issued a Non-Electronic Repeatable Prescription in respect of a person must, as soon as practicable, make reasonable efforts to notify the Chemist that that Repeatable Prescription should no longer be used to provide Repeat Dispensing Services to that person, if, before the expiry of that Repeatable Prescription:

23.7.1 he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or Appliances ordered on his Repeatable Prescription or no longer

appropriate or safe for him to continue to receive Repeatable Prescribing Services;

23.7.2 he issues or creates a further Repeatable Prescription in respect of the person to replace the original Repeatable Prescription other than in the circumstances referred to in Clause 22.3 (for example, because the person wishes to obtain the drugs, medicines or Appliances from a different Chemist); or

23.7.3 it comes to his notice that that person has been removed from the List of Patients of the Contractor on whose behalf the prescription was issued.

23.8 Where the circumstances in Clauses 23.7.1 to 23.7.3 apply, the Prescriber must as soon as practicable notify the person on whose behalf the Non-Electronic Repeatable Prescription was issued that that Repeatable Prescription should no longer be used to obtain Repeat Dispensing Services.

24 Restrictions on Prescribing by Medical Practitioners

24.1 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall 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 Secretary of State under section 88 of the 2006 Act as being drugs, medicines or other substances which may not be ordered for Patients in the provision of medical services under a general medical services contract but may, subject to Clause 49.1.1.2, prescribe such a drug, medicine or other substance for that Patient in the course of that treatment under a private arrangement.

24.2 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall 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 Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes unless:

24.2.1 that Patient is a person of the specified description;

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

24.2.3 if the order is on a Prescription Form, the practitioner includes:

(i) the reference "SLS", or

(ii) if the order is under arrangements made by the Secretary of State or the Commissioner for the distribution of a Listed Medicine free of charge, the reference "ACP",

but may, subject to Clause 49.1.1.2, prescribe such a drug,

medicine or other substance for that Patient in the course of that treatment under a private arrangement.

24.3 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a Repeatable Prescription a Restricted Availability Appliance unless:

24.3.1 the Patient is a person, or it is for a purpose, specified in the applicable Drug Tariff; and

24.3.2 the practitioner includes on the Prescription Form with the reference "SLS";

but may, subject to Clause 49.1.1.2, prescribe such an Appliance for that Patient in the course of that treatment under a private arrangement.

24.4 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a Repeatable Prescription a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 of the Misuse of Drugs Regulations 2001, but may, subject to Clause 49.1.1.2, prescribe such a drug for that Patient in the course of that treatment under a private arrangement.

24.5 Nothing in Clauses 24.1 to 24.4 prevents a medical practitioner, in the course of treating a Patient, from prescribing a drug, medicine or other substance or, as the case may be, a restricted availability appliance or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 for the treatment of that Patient under a private arrangement.

24.6 Where under Clause 24.5, a drug, medicine or other substance is prescribed under a private arrangement, and the Order is not for a drug specified in Schedule 2 or 3 of the Misuse of Drugs Regulations 2001, it may be transmitted by the Electrical Prescription Service. If the order is for a drug specified in Schedule 2 or 3 of the Misuse of Drugs Regulations 2001, it must be transmitted by the Electronic Prescription Service.

25 Restrictions on Prescribing by Supplementary Prescribers

25.1 Where the Contractor employs or engages a Supplementary Prescriber and that person's functions include prescribing, the Contractor shall have arrangements in place to secure that a Supplementary Prescriber will:

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

25.1.2 administer a prescription only medicine for parenteral administration; or

25.1.3 give directions for the administration of a Prescription Only Medicine for parenteral administration,

as a Supplementary Prescriber only under the conditions set out in Clause 25.2.

25.2 The conditions referred to in Clause 25.1 are that:

25.2.1 the person satisfies the applicable conditions set out in Regulation 215 of the Human Medicines Regulations 2012 (prescribing and administration by Supplementary Prescribers), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;

25.2.2 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under a general medical services contract;

25.2.3 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or

other substance which can only be ordered for specified Patients and specified purposes unless:

25.2.3.1 the Patient is a person of the specified description;

25.2.3.2 the medicine is prescribed for that Patient only for the specified purposes; and

25.2.3.3 if the Supplementary Prescriber is issuing or creating on a Prescription Form, the prescriber includes on the Prescription Form the reference "SLS" or, in the case of a Listed Medicine ordered under arrangements made by the Secretary of State or the Commissioner for the medicine's distribution free of charge, the reference "ACP".

26 Arrangements for Supplementary Prescribers

26.1 Where the functions of a Supplementary Prescriber include prescribing, the Contractor shall have arrangements in place to secure that that person will only issue or create a prescription for an Appliance or a medicine which is not a prescription only medicine as a Supplementary Prescriber under the conditions set out in Clause 27.

27 Conditions applying to Clause 26

The conditions referred to in Clause 26 are that:

27.1 the Supplementary Prescriber acts in accordance with a clinical management plan which is in effect at the time he acts and which contains the following particulars:

27.1.1 the name of the Patient to whom the plan relates;

27.1.2 the illness or conditions which may be treated by the Supplementary Prescriber;

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

27.1.4 reference to the class or description of medicines or types of Appliances which may be prescribed or administered under the plan;

27.1.5 any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or Appliance which may be prescribed or administered under the plan;

27.1.6 relevant warnings about known sensitivities of the Patient to, or known difficulties of the Patient with, particular medicines or Appliances;

27.1.7 the arrangements for notification of:

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

27.1.7.2 incidents occurring with the Appliance which might lead, might have led or has led to the death or serious deterioration of state of health of the Patient; and

27.1.7.3 the circumstances in which the Supplementary Prescriber should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan;

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

27.3 if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under the Contract;

27.4 if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes unless:

27.4.1 the Patient is a person of the specified description;

27.4.2 the medicine is prescribed for that Patient only for the specified purposes; and

27.4.3 when issuing or creating a prescription he includes on the Prescription Form, the reference "SLS";

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

27.6 if it is a prescription for a Restricted Availability Appliance:

27.6.1 the Patient is a person of a description mentioned in the entry in Part IX of the Drug Tariff in respect of that Appliance;

27.6.2 the Appliance is prescribed only for the purposes specified in respect of that person in that entry; and

27.6.3 when issuing or creating a prescription he includes on the prescription form the reference "SLS".

27.7 In Clause 27.1 "clinical management plan" means a written plan (which may be amended from time to time) relating to the treatment of an individual Patient agreed by:

27.7.1 the Patient to whom the plan relates;

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

27.7.3 any Supplementary Prescriber who is to prescribe, give directions for administration or administer under the plan.

28 Bulk Prescribing

28.1 Where:

28.1.1 the Contractor is responsible under the Contract for the treatment of ten (10) or more persons in a school or other institution in which at least twenty (20) persons normally reside; and

28.1.2 a Prescriber orders, for any two (2) or more of those persons for whose treatment the Contractor is responsible, drugs, medicines or Appliances to which this Clause 28 applies,

the Prescriber may use a single Non-Electronic Prescription Form for the purpose.

28.2 Where a Prescriber uses a single Non-Electronic Prescription Form for the purpose mentioned in Clause 28.1.2, he shall (instead of entering on the form the names of the persons for whom the drugs, medicines or Appliances are ordered) enter on the form:

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

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

28.3 Clauses 28 applies to any drug, medicine or Appliance which can be supplied as part of pharmaceutical services or Local Pharmaceutical Services and which:

28.3.1 in the case of a drug or medicine, is not a product of a description or class which is for the time being specified in an order made under section 58(1) of the Medicines Act 1968 (medicinal products on prescription only); or

28.3.2 in the case of an Appliance, does not contain such a product.

29 Excessive Prescribing

29.1 The Contractor shall not prescribe drugs, medicines or Appliances whose cost or quantity, in relation to any Patient, is, by reason of the character of the drug, medicine or Appliance in question, in excess of that which was reasonably necessary for the proper treatment of that Patient.

29.2 In considering whether the Contractor has breached its obligations under Clause 29.1 the Commissioner may, if the Contractor consents, seek the views of the Local Medical Committee (if any) for the area in which the Contractor providers the Services.

30 Provision of Drugs, Medicines and Appliances for Immediate Treatment or Personal Administration

30.1 Subject to Clause 30.2, the Contractor:

30.1.1 shall provide to a Patient any drug, medicine or Appliance, not being a Scheduled Drug, where such provision is needed for the immediate treatment of that Patient before a provision can otherwise be obtained; and

30.1.2 may provide to a Patient any drug, medicine or Appliance, not being a Scheduled Drug, which a person employed or

engaged by the Contractor personally administers or applies to that Patient,

but shall, in either case, provide a Restricted Availability Appliance only if it is for a person or a purpose specified in the Drug Tariff.

30.2 Nothing in Clause 30.1 authorises a person to supply any drug or medicine to a Patient otherwise than in accordance with Part 3 of the Medicines Act 1968, or any regulations or orders made under that Act.

31 Patients

Persons to whom Services are to be provided

31.1 Except where specifically stated otherwise in respect of particular services, the Contractor shall provide Services under the Contract to:

31.1.1 Registered Patients;

31.1.2 Temporary Residents;

31.1.3 persons to whom the Contractor is required to provide emergency or immediately necessary treatment;

31.1.4 any person for whom the Contractor is responsible under regulation 30 of the GMS Contracts Regulations;

31.1.5 any other person to whom the Contractor is responsible under arrangements made with another Contractor; and

31.1.6 any other person to whom the Contractor has agreed to provide Services under the Contract.

Patient Registration Area

31.2 The Contractor is responsible for the provision of primary healthcare services in the Patient Registration Area which is defined in Annex 1 of Schedule 2.

31.3 Where a Patient:

31.3.1 moves into the Outer Boundary Area to reside; and