

sonic or supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the Services, but which is not confined to the workforce of the Party concerned or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; or Act of God, and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Contract;

**General Medical Practitioner  
or GP**

except where the context otherwise requires, a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;

**Geographical Number**

a number which has a geographical area code as its prefix;

**GMS Contracts Regulations**

the National Health Service (General Medical Services Contracts) Regulations 2015;

<b>Good Practice</b>	using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services Contractor providing clinical services and/or engaged in operations similar to the Services under the same or similar to the obligations of the relevant party under this Contract whilst at the same time complying with any specific standards set out in this Contract or notified to the Contractor by the Commissioner from time to time;
<b>Governing Body</b>	in respect of either Party, the board of directors, governing body, executive team or other body, as the case may be, having overall responsibility for the actions of that Party;
<b>GP2GP Facility</b>	means the facility provided by the Commissioner to the Contractor which enables the electronic health records of a Registered Patient which are held on the computerised clinical systems of the Contractor to be transferred securely and directly to another provider of primary medical services with which the Patient has registered;
<b>GP Specialty Registrar</b>	a medical practitioner who is being trained in general practice by a general medical

practitioner who is approved under section 34I of the Medical Act 1983 for the purpose of providing training under that section whether as part of training leading to a CCT or otherwise;

**GPSOC accredited computer systems and software**

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

**Health and Social Care Information Centre**

means a body corporate established under section 252(1) of the Health and Social Care Act 2012 which is also known as NHS Digital;

**Health and Social Services Board**

a Health and Social Services Board established under the Health and Personal Social Services (Northern Ireland) Order 1972;

**Health and Social Services Trust**

a Health and Social Services Trust established under article 10(1) of the Health and Personal Social Services (Northern Ireland) Order 1991;

**Health Care Professional**

has the same meaning as in section 93 of the 2006 Act;

**Health Board**

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

**Health Check**

means a consultation undertaken by the Contractor in the course of which it must make such inquires and undertake such

examination of the Patient as appear to it to be appropriate in all the circumstances;

**Health Service Body**

Includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of section 33 (abolition of Strategic Health Authorities) or 34 (abolition of Primary Care Trusts) of the Health and Social Care Act 2012;

**Holding Company**

in relation to the Contractor means "holding company" as defined in section 1159 of the Companies Act 2006 and any other company which is itself a Holding Company (as so defined) of a company which is itself a **Holding** Company of the Contractor;

**Home Oxygen Order Form**

a form provided by the Commissioner and issued by a Health Care Professional to authorise a person to supply home oxygen services to a Patient requiring oxygen therapy at home;

**Home Oxygen Services**

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 Nurse**

a person:

**Prescriber**

- (a) who is either engaged or employed by the Contractor;
- (b) who is registered in the Nursing and Midwifery Register; and
- (c) in respect of whom an annotation signifying that he is qualified to order drugs, medicines and Appliances from as a community practitioner nurse prescriber, a nurse independent prescriber or as a nurse independent/supplementary prescriber;

**Law**

- (a) any applicable statute or proclamation or any delegated or subordinate Law;
- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any NHS Requirement, applicable code of practice, national minimum standard, guidance, direction or determination with which the Contractor is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Contractor by the Commissioner; and
- (d) any applicable judgement of a relevant court of law which is a

	binding precedent in England and Wales
	in each case in force in England and Wales;
<b>Licensing Authority</b>	shall be construed in accordance with section 6(3) of the Medicines Act 1968 as amended or replaced from time to time;
<b>Licensing Body</b>	any body that licenses or regulates any profession;
<b>List of Patients</b>	in relation to the Contractor, the list maintained in respect of the Contractor by the Commissioner under direction 17 of the APMS Directions;
<b>Listed Medicine</b>	the drugs mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015;
<b>Listed Medicines Voucher</b>	a form provided by the Commissioner for use for the purpose of ordering a Listed Medicine;
<b>Loaned Equipment</b>	if any, equipment owned by the Commissioner which is loaned to the Contractor for the purposes of the Contract in accordance with clause 6;
<b>Local HealthWatch Organisation</b>	the body corporate established in accordance with the requirements of the 2012 Act (and any subsequent regulations) that will provide services the same or similar to those services previously provided by the Local Involvement

	Network;
<b>Local Medical Committee</b>	a committee recognised by the Commissioner under section 97 of the 2006 Act;
<b>Mandatory Term</b>	a term required to be included in the Contract by the APMS Directions;
<b>Medical Card</b>	a card issued by the Commissioner, Local Health Commissioner, Health Authority, Health Commissioner or Health and Social Services Commissioner to a person for the purpose of enabling him to obtain, or establishing his title to receive, primary medical services;
<b>Medical Officer</b>	a medical practitioner who is:  (a) employed or engaged by the Department for Work and Pensions; or  (b) provided by an organisation in pursuance of a contract entered into with the Secretary of State for Work and Pensions;
<b>Medical Performers List</b>	a list of medical practitioners maintained and published by the Commissioner in accordance with section 91(1) (Persons Performing Primary Medical Services) of the 2006 Act;
<b>Medical Register</b>	the registers kept under section 2 of the Medical Act 1983;

<b>National Diabetes Audit</b>	means the Commissioner's clinical priority programme on diabetes which measures the effectiveness of diabetes healthcare provided against clinical guidelines and quality standards issued by the National Institute for Health and Care Excellence (NICE) in England and Wales);
<b>National Disqualification</b>	(a) a decision made by the First-tier Tribunal under section 159 of the 2006 Act (national disqualification) or under regulations corresponding to that section  (b) a decision under provisions in force in Wales, Scotland or Northern Ireland corresponding to section 159 of the Act (national disqualification);
<b>Negotiation Period</b>	the period of 15 Operational Days following receipt of the first offer to negotiate;
<b>NHS Body</b>	shall have the meaning as set out in Clause 55.2.1;
<b>NHS Contract</b>	has the meaning assigned to it in section 9 of the 2006 Act;
<b>NHS Digital Workforce Census</b>	means the successor to the GP Workforce Census undertaken by the Health and Social Care Information Centre annually;
<b>NHS Number</b>	means, in relation to a Registered Patient, the number consisting of 10 numeric digits which serves as the national unique identifier used for the purpose of safely,

accurately and efficiently sharing information relating to that patient across the whole of the health service in England;

**NHS Pensions**

NHS Pensions, as part of the NHS Business Services Authority;

**NHS Requirement**

all mandatory NHS requirements and any similar official requests, requirements and NHS standards and recommendations having similar status for the time being in force, but only to the extent the same are published and publically available (whether on the Department of Health website, on the website of a Competent Authority or otherwise) or the existence and contents of them have been notified to the Contractor by the Commissioner;

**NHSTDA**

the Special Health Authority known as the National Health Service Trust Development Authority established under the NHS Trust Development Authority (Establishment and Constitution) Order 2012 SI 2012/901;

**NHS Tribunal**

the Tribunal constituted under section 46 of the National Health Service Act 1977 for England and Wales, and which, except for prescribed cases, had effect in relation to England only until 14th December 2001 and in relation to Wales only until 26th August 2002;

**Nominated Dispenser**

a Chemist, medical practitioner or Contractor who has been nominated in respect of a Patient and the details of that

	<p>nomination are held in respect of that Patient in the Patient Demographics Service, which is operated by the Information Centre for Health and Social Care;</p>
<b>Non-Electronic Prescription Form</b>	<p>a form for the purpose of ordering a drug, medicine or Appliance which is;</p> <ul style="list-style-type: none"><li>(a) provided by the Commissioner, a local authority or the Secretary of State;</li><li>(b) issued by the Prescriber;</li><li>(c) indicates that the drug, medicine or Appliance ordered may be provided more than once; and</li><li>(d) specifies the number of occasions on which they may be provided;</li></ul>
<b>Non-Electronic Repeatable Prescription</b>	<p>a Prescription which falls within clause (a)(i) of the definition of "Repeatable Prescription";</p>
<b>Nursing and Midwifery Register</b>	<p>the register maintained by the Nursing and Midwifery Council under the Nursing and Midwifery Order 2001;</p>
<b>Nursing Officer</b>	<p>a health care professional who is registered on the Nursing and Midwifery Register and—</p> <ul style="list-style-type: none"><li>(i) employed or engaged by the Department for Work and Pensions, or</li></ul>

	(ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;
<b>Occupational Therapist</b>	<p>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 relating to occupational therapists and—</p> <p>(i) employed or engaged by the Department for Work and Pensions, or</p> <p>(ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions; and</p>
<b>Operational Day</b>	<p>a day other than a Saturday, Sunday or bank holiday in England;</p>
<b>Out of Hours Period</b>	<p>(a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day;</p> <p>(b) the period between 6.30pm on Friday and 8am on the following Monday; and</p> <p>(c) Good Friday, Christmas Day and Bank Holidays;</p>
<b>Out of Hours Services</b>	<p>services required to be provided in all or</p>

	part of the Out of Hours Period which would be Essential Services if provided by a Contractor to its Registered Patients in APMS Core Hours;
<b>Outer Boundary Area</b>	the area outside the Patient Registration Area more particularly described in clause 31;
<b>Overseas Disclosure</b>	disclosure of convictions or other related matters from any country outside the United Kingdom by use of the relevant country's criminal records disclosure system;
<b>Overseas Person</b>	any person who is a citizen of or holds a Relevant Professional Qualification from any country outside the UK or who has worked in any country outside the UK;
<b>Parent</b>	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;
<b>Party</b>	either the Commissioner or the Contractor, and "Parties" shall be construed accordingly;
<b>Patient Registration Area</b>	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; The

Patient Registration Area is set out in Annex 1 of Schedule 2.

**Patient** persons to whom the Contractor is required or has agreed to provide Services under the Contract;

**Patient Choice Extension Scheme** means the scheme of that name established by the Secretary of State under which primary medical services may be provided to persons under arrangements made in accordance with directions by the Secretary of State under section 98A (exercise of functions) of the 2006 Act;

**Pharmaceutical 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 10(1) of the Pharmacists and Pharmacy Technicians Order 2007 as amended or replaced from time to time or the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; 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 pharmacist independent prescriber;

<b>Physiotherapist Independent Prescriber</b>	a physiotherapist who is registered in Part 9 of the register maintained under article 5 of the Health and Social Work Professions Order 2001 and against whose name in that register is recorded an annotation signifying that the physiotherapist is qualified to order drugs, medicines and Appliances as a Physiotherapist Independent Prescriber;
<b>Physiotherapist</b>	<p>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 relating to physiotherapists and—</p> <ul style="list-style-type: none"><li>(i) employed or engaged by the Department for Work and Pensions, or</li><li>(ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.</li></ul>
<b>PMS Agreements Regulations</b>	the National Health Service (Personal Medical Services Agreements) Regulations 2015;
<b>Practice Premises</b>	an address or addresses specified in Part 1 of Schedule 3 of the Contract at which Services are to be provided under the Contract
<b>Practice</b>	the business operated by the Contractor

for the purpose of delivering services under the Contract;

**Prescriber**

a Chiropracist or Podiatrist Independent Prescriber;

- (a) an Independent Nurse Prescriber
- (b) a medical practitioner;
- (c) an optometrist independent prescriber;
- (d) a Pharmaceutical Independent Prescriber;
- (e) a Physiotherapist Independent Prescriber; and
- (f) a Supplementary Prescriber;

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

**Prescription Form**

except in the context of the expression "Electronic Prescription Form" or "Non-Electronic Prescription Form":

- (a) a form for the purpose of ordering a drug, medicine or Appliance which is:
  - (i) provided by the Commissioner, a local authority or the Secretary of State;
  - (ii) issued by a Prescriber; and

- (iii) does not indicate that the drug, medicine or Appliance ordered may be ordered more than once; or
- (b) where Clause 20.1 (Electronic Prescriptions) applies, data created in an electronic form for the purpose of ordering a drug, medicine or Appliance, which:
  - (i) is signed with a Prescriber's Advanced Electronic Signature;
  - (ii) is 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** a medicine referred to in regulation 5(3) (Classification of Medicinal Products) of the Human Medicines Regulations 2012;

**Primary Care List** (a) a list of persons performing primary medical services under Part 4 of the 2006 Act, primary dental services under Part 5 of the 2006 Act or primary ophthalmic services under Part 6 of the 2006 Act, prepared in

accordance with regulations made under sections 91, 106, 123, 145, 146, 147A or 149 respectively of the 2006 Act;

- (b) a list of persons undertaking to provide primary medical services, primary dental services, primary ophthalmic services or, as the case may be, pharmaceutical services prepared in accordance with regulations made under the applicable provisions of the 2006 Act;
- (c) a list corresponding to any of the above lists in Wales, Scotland or Northern Ireland;

**Primary Carer**

in relation to an adult, the adult or organisation primarily caring for him;

**Primary Medical Services**

medical services provided under or by virtue of a contract or agreement to which Part 4 of the 2006 Act applies;

**Registered Patient**

a person:

- (a) who is recorded by the Commissioner pursuant to the APMS Directions as being on the Contractor's List of Patients, or
- (b) whom the Contractor has accepted for inclusion on its List of Patients, whether or not notification of that

acceptance has been received by the Commissioner and who has not been notified by the Commissioner as having ceased to be on that list;

**Relevant Calls**

calls—

- (i) made by patients to the Practice Premises for any reason related to Services provided under this Contract; and
- (ii) made by persons, other than patients, to the Practice Premises in relation to services provided as part of the health service;

**Relevant Register**

- (a) in relation to a nurse, the Nursing and Midwifery Register;
- (b) in relation to a pharmacist, Part 1 of the register maintained under Article 10 of the Pharmacists and Pharmacy Technicians Order 2007 as amended or replaced from time to time 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 of the Opticians Act 1989; and
- (d) the part of the register maintained

by the Health and Care Professions Council in pursuance of article 5 of the Health and Social Work Professions Order 2001 relating to:

- (i) Chiropodists and Podiatrists;
- (ii) Physiotherapists; or
- (iii) Radiographers;

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

**Repeatable Prescriber** a Prescriber who is:

- (a) engaged or employed by the Contractor where the Contractor provides Repeatable Prescribing Services under the terms of the Contract; or
- (b) a party to the Contract where such services are provided;

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

**Repeatable Prescription** except in the context of the expression Electronic Repeatable Prescription and Non-Electronic Repeatable Prescription, a Prescription which:

- (a) is a form provided by the

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

- (i) is issued, 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 they may be provided; or
- (b) where Clause 20.1 (Electronic Prescriptions) applies, is data created in an electronic form for the purposes of ordering a drug, medicine or Appliance, which:
- (i) is signed, or to be signed, with the 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
- (iii) indicates, or is to indicate, that the drugs, medicines or Appliances ordered may be provided more than once and specifies the number of occasions on which they may be provided;

**Restricted Availability  
Appliance**

an Appliance which is approved for particular categories of persons or particular purposes only;

**Scheduled Drug**

- (a) 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 may not be ordered for Patients in the provision of medical services under the Contract; or
- (b) except where the conditions in Clause 30.1 are satisfied, a drug, medicine or other substance which is specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being

	a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes;
<b>the Scheduled Release Date</b>	means the date on which the person making an application under clause 31.148.3 is due to be released from detention in prison;
<b>Secretary of State</b>	the Secretary of State for Health;
<b>Service Specification</b>	the specification for the Services set out in Schedule 2 of the Contract;
<b>Services</b>	the services to be provided by the Contractor in accordance with the terms of the Contract as detailed in the Service Specification;
<b>Standard Disclosure</b>	shall have the meaning set out in the Code of Practice on Disclosure;
<b>Standards for Better Health</b>	the document produced by the Department of Health establishing the core and developmental standards covering NHS healthcare provided for NHS patients in England;
<b>Summary Care Record</b>	means the system approved by the Commissioner for the automated uploading, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the patient's consent, any other data taken from the

patient's electronic record;

**Summary Information**

means items of patient data that comprise the Summary Care Record;

**Supplementary Prescriber**

a person:

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

(b) whose name is registered in:

(i) the Nursing and Midwifery Register;

(ii) Part 1 of the Register maintained under Article 19 of the Pharmacy Order 2010;

(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 and Social Work Professions Order 2001 relating to:

(aa) chiropodists and podiatrists;

(bb) physiotherapists;

(cc) radiographers:

diagnostic or  
therapeutic; or

(v) the register of optometrists maintained by the General Optical Council pursuant to section 7 of the Opticians Act 1989; and

(c) against whose name is recorded in the Relevant Register an annotation signifying that he is qualified to order drugs medicines and Appliances as a Supplementary Prescriber;

**System of Clinical Governance**

a framework through which the Contractor endeavours continuously to improve the quality of its Services and safeguard high standards of care by creating an environment in which clinical excellence can flourish.

**Temporary Resident**

has the meaning given in the GMS Contracts Regulations;

**Transferring Employees**

the employees of the Commissioner or any Contractor of the services immediately prior to the Commencement Date which become the Services (as the case may be) whose employment shall transfer under TUPE to the Contractor on the Commencement Date and any other employees of the Commissioner or any such Contractor (as the case may be) to whom TUPE applies by operation of law as

a consequence of this Contract;

**TUPE**

the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Working Day**

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

**Writing**

except in Clause 57.1 and unless the context otherwise requires, includes electronic mail and "written" should be construed accordingly.

## **Schedule 2**

### **Service Specification<sup>23</sup>**

#### **Part A**

#### **General Service Delivery Requirements**

The following words shall have those meanings as described below for the purposes of this Schedule 2.

“Patients” means all those persons that are provided a service under this Agreement.

“Frontline Staff” means any staff or other persons engaged by the Contractor that have direct contact with patients.

“BNF” means British National Formulary.

#### **1. Equity of Access**

##### **1.1. The Contractor shall:**

1.1.1. not discriminate between Patients on the grounds of age, sex, sexuality, ethnicity, disability, or any other non-medical characteristics;

1.1.2. implement Royal National Institute of Blind People and Royal National Institute of Deaf People guidance as amended from time to time to ensure Patients who have relevant disabilities and/or communications difficulties are afforded appropriate access to the Services;

1.1.3. Provide a dedicated telephone number for text phone users who have hearing difficulties to enable them to access the services

1.1.4. subject to its obligations under the Data Protection Legislation, record details of any Patients who have special requirements in relation to accessing the Services;

1.1.5. utilise available professional translation services:

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<sup>23</sup> The Service Specification must specify who the Contractor is to provide services to under the Contract, including where appropriate by reference to an area within which a person resident would be entitled to receive services under the Contract. This is a requirement of the APMS Directions.

- i. as required for all non-English speaking Patients during all consultations.
  - ii. to provide appropriate translations of materials describing procedures and clinical prognosis, where it is normal procedure to provide such materials in English, for the languages recommended by the Commissioner as being the most common languages spoken by Patients who are likely to use the Services; and
- 1.1.6. take reasonable steps to proactively deliver health promotion and disease prevention activities to all Patients including those from hard-to-reach groups. The Contractor acknowledges that a hard-to-reach group shall include but not be limited to the following:
- i. those who do not understand written or spoken English;
  - ii. those who cannot hear or see, or have other disabilities;
  - iii. working single parents;
  - iv. asylum seekers or refugees;
  - v. those who have no permanent address;
  - vi. gypsy travellers
  - vii. black or minority ethnic communities;
  - viii. adolescents;
  - ix. elderly and/or housebound people;
  - x. those who have mental illnesses;
  - xi. those who misuse alcohol or illicit drugs; and
  - xii. those who are unemployed.
- 1.2. The Contractor acknowledges that to improve equity of access for black and minority ethnic (“BME”) Communities, it is important to collect information on ethnicity and first language due to the need to take into account culture and language in providing appropriate care packages and the need to demonstrate non-discrimination and equality of access to service provision. The Contractor shall therefore be required to record the ethnic origin and first language of all Registered Patients.

## 2. Patient Dignity & Respect

### 2.1. The Contractor shall:

- 2.1.1. ensure that the provision of the Services and the Practice Premises protect and preserve Patient dignity, privacy and confidentiality;
- 2.1.2. allow Patients to have their personal clinical details discussed with them by a person of the same gender, where required by the Patient and if reasonably practicable;
- 2.1.3. provide a chaperone for intimate examinations if requested by the patient to preserve Patient dignity and respect cultural preferences; and

- 2.1.4. ensure that the Contractor's staff and anyone acting on behalf of the Contractor behaves professionally and with discretion towards all Patients and visitors at all times

### **3. Informed Consent**

- 3.1. The Contractor shall comply with NHS requirements in relation to obtaining informed consent from each Patient as notified to the Contractor by the Commissioner from time to time prior to commencing treatment including the following as amended from time to time:

- 3.1.1. Department of Health Good Practice in Consent Implementation Guide: Consent to Examination or Treatment 2001;

- 3.1.2. Health Service Circular HSC 2001/023; and

- 3.1.3. Seeking Patients' Consent - The Ethical Consideration: GMC November 1998.

### **4. Children and Vulnerable Adults**

- 4.1. The Contractor shall:

- 4.1.1. provide the Services to Children who attend the Premises in accordance with the standards contained in the National Service Framework for Children and protocols notified to the Contractor by the Commissioner, as amended from time to time;

- 4.1.2. ensure that the health and wellbeing of all children aged 16 and under that newly register with the practice is reviewed as part of a face to face consultation with the child within 30 days of registration with the practice;

- 4.1.3. ensure that the Contractor's medical and Frontline Staff and anyone working on behalf of the Contractor are familiar with, and receive regular training in, local Child protection policies as directed by the Commissioner and as amended from time to time;

- 4.1.4. participate in any supervision, work with, and accept relevant support from a registered Children's nurse within the local health care community.

- 4.1.5. participate in any relevant case conferences, work with, and accept support from the named professional leads for safeguarding in the CCG Area.

4.1.6. Have a named and appropriately trained lead for both safeguarding children and vulnerable adults.

**5. Medicines Optimisation**

5.1. Without prejudice to Clause 29 of this Contract (which shall prevail in case of conflict or ambiguity with this paragraph 5), the Contractor shall:

5.1.1. prescribe the most clinically and cost effective medicines in accordance with national and local guidance from time to time including:

- i. NICE guidance and Department of Health directives relating to prescribing;
- ii. Good Prescribing Practice as defined by BNF and adherence to local formulary for medicines. All organisations within the health economy should work together to achieve improvements in national QIPP and other locally agreed prescribing objectives to deliver safer and more cost effective prescribing;
- iii. shared care protocols agreed between the Commissioner and other secondary care NHS Contractors; and
- iv. Utilise Patient Group Directions, such as emergency contraception and antibiotics, national vaccination programme and ensure all staff are working to PGDs.
- v. Meet all requirements of the prescribing or medicines management work plan agreed with the CCG.
- vi. Maintaining compliance with medicines safety alerts and provide evidence of compliance and provide evidence of learning and sharing locally from incidents. Also, provide timely information to the commissioner of untoward incidents involving medicines.
- vii. Controlled Drug Incidents to be notified to the relevant Accountable Officer and the local CD Local Intelligence Network to ensure the safe management of CDs within the health economy.
- viii. Participation in national and local audits.

5.1.2. Meet all requirements of the prescribing or medicines management work plan agreed with the CCG.

**6. Clinical Safety & Medical Emergencies**

**6.1. The Contractor shall:**

- 6.1.1. ensure that all Contractor Staff have and maintain basic life support certification with competence in defibrillation and ensure that all the Contractor's staff comply with the UK Resuscitation Council guidelines on Basic Life Support and the Use of Automated External Defibrillators;
- 6.1.2. ensure the availability of sufficient numbers of the Contractor's staff with appropriate skill, training and competency and who are able and available to recognise, diagnose, treat and manage Patients with urgent conditions at all times;
- 6.1.3. possess the equipment and in-date emergency drugs including oxygen to treat life-threatening conditions such as anaphylaxis, meningococcal disease, suspected myocardial infarction, status asthmaticus and status epilepticus;
- 6.1.4. pass all life threatening conditions to the ambulance service as soon as practicable by dialling 999 and requesting the ambulance service; and
- 6.1.5. adhere to any national or local guidelines relating to clinical safety and medical emergencies in primary care as amended from time to time.

**7. Good Clinical Practice**

**7.1. Without prejudice to Clause 50 of this Contract, the Contractor shall perform the Services in accordance with the following requirements as amended from time to time:**

- 7.1.1. Care Quality Commission or any successor organisation Essential Standards in force from time to time during the term of this Contract;
- 7.1.2. the "excellent GP" according to Good Medical Practice for General Practitioners (RCGP 2008);
- 7.1.3. any relevant MHRA guidance, technical standards, and alert notices;
- 7.1.4. the highest level of clinical standards that can be derived from the standards and regulations referred to in this paragraph 7.1 of Part A of Schedule 2; and

7.1.5. the General Medical Council guidance on Good Medical Practice (2013).

7.2. The Contractor shall ensure that clinical meetings are convened for all clinicians working in the practice a minimum of once each calendar month.

7.3 The Contractor shall ensure that a GP is a member of the Patient Participation Group and attends as a minimum two (2) meetings per year.

## **8. Equipment**

8.1. The Contractor shall provide all medical and surgical equipment, medical supplies including medicines, drugs, instruments, Appliances, and materials necessary for the delivery of services under this Agreement; which shall be adequate, functional and effective.

8.2. The Contractor shall establish and maintain a planned maintenance programme for the equipment referred to in paragraph 8.1 above in line with the manufacturer's guidance, and make adequate contingency arrangements for emergency replacement or remedial maintenance.

## **9. Infection Control and prevention**

9.1. Without prejudice to clause 12 of this Contract, the Contractor shall have in place arrangements that meet the standards outlined in the NICE guidelines on infection control "Prevention of healthcare associated infections in primary and community care (June 2003)", to maintain a safe, hygienic and pleasant environment at the Practice Premises, and the NHS England Standard Operating Procedure Infection Prevention & Control Audit requirements, and shall:

9.1.1. use only disposable medical devices;

9.1.2. make arrangements for the ordering, recording, handling, safe keeping, safe administration and disposal of medicines used in relation to the Services; and

9.1.3. make arrangements to minimise the risk of infection and toxic conditions and the spread of infection between Patients and staff (including any clinical practitioners which the Contractor has asked to carry out clinical activity).

9.1.4. Follow appropriate guidelines to the management of hospital acquired infections

## **10. Referrals**

### **10.1. The Contractor shall:**

- 10.1.1. record all referrals in the patient record using the appropriate Read Codes;
- 10.1.2. monitor and minimise inappropriate referrals and hospital admissions in line with the CCG annually agreed priorities and practice specific work plan;
- 10.1.3. co-operate with and make effective use of:
  - i. 111, including making available appointment slots into which patients registered with the practice may be offered an appointment by 111;
  - ii. the community matron/case management team;
  - iii. Commissioner - commissioned services provided outside acute hospitals, including health promotion services; and
  - iv. local authority services and employment advisers;
- 10.1.4. co-operate with service contractors carrying out Out of Hours Services to ensure safe and seamless care for Patients, including providing information on, as a minimum, a weekly basis and, where relevant, daily to such contractors carrying out Out of Hours Services on Patients that may require their services or who have special clinical requirements;
- 10.1.5. provide complete and comprehensive information to support any referral made and comply with, where appropriate, any directions provided by the relevant CCG concerning the format or composition of referrals including, where relevant, instruction to direct Referrals to a third party for clinic booking and/or clinical triage;
- 10.1.6. use robust clinical pathways for referral, where these are agreed with other local healthcare Contractors and/or issued by the relevant CCG;
- 10.1.7. routinely collect and assess data about the appropriateness of the Contractor's referrals, using audit and peer review to share learning;

- 10.1.8. implement national referral advice including Referral Guidelines for Suspected Cancer and NICE guidance;
- 10.1.9. ensure urgent suspected cancer referrals are faxed or sent electronically and received by the relevant trust within twenty-four (24) hours;
- 10.1.10. review referrals practice every six (6) months as a minimum to ensure it is in line with latest guidance and protocols;
- 10.1.11. develop and implement policies in relation to nurse and nurse specialist referrals where nurses have an extended role in the treatment and investigation of Patients with specified diseases; and
- 10.1.12. implement and operate Choose and Book at point of referral for services, and provide a booking facility unless this is managed by a third party under contract with the CCG (in accordance with the NHS Choice agenda).

## **11. Co-operation with Other NHS Contractors**

- 11.1. The Contractor will provide an integrated and fully supported primary health care team to work in partnership with all other NHS and non-NHS healthcare contractors and stakeholders (including, but not limited to, health visitors, district nurses, social services, mental health services, acute trusts and acute trust laboratories, community health Contractors, other GP practices and healthcare Contractors and local voluntary and third sector organizations) on the same basis as the majority of other GP practices in the CCG area.
- 11.2. The contractor will be an active member of the locality group of GP practices in the area working collaboratively and at scale with other local providers of primary care services within the local area.
- 11.3. The Contractor shall, together with the Commissioner:
  - 11.3.1. establish good information flows to/from pathology and diagnostic Contractors and NHS and non-NHS healthcare Contractors;
  - 11.3.2. foster good working relationships and gain mutual understanding of systems, policies and procedures with key local stakeholders;
  - 11.3.3. establish a directory of information regarding local resources and foster a good understanding of the local Patient care pathways to promote effective referrals; and

- 11.3.4. utilise specialist services (for example drug misuse, minor surgery, dermatology, NHS dentistry) from central primary care locations and other services at local locations to avoid duplication of services, promote economies of scale, and bring practices together to plan and implement common aims for the benefit of those practices and their patients.

11.4. The Contractor shall collaborate with the Commissioner in the following areas:

- 11.4.1. structures - to ensure that links are maintained with key individuals, departments, forums, groups and organisations within the Commissioner and local health economy, particularly with forums dealing with Patient and Public Involvement (an NHS defined term) which is an initiative to involve Patients and the public in the planning of services;
- 11.4.2. process – to ensure that similar policies and protocols are implemented by all Contractors and the Commissioner (e.g. clinical policies, workforce planning including training opportunities and structured secondment programmes subject to agreement by the Commissioner and Department of Health); and
- 11.4.3. outcomes – to ensure that key clinical indicators are in place to allow benchmarking with other equivalent services commissioned by the Commissioner and contribute towards the Commissioner’s own performance indicators.
- 11.4.4. For the purposes of this paragraph 11.3 above, the Contractor will, if requested by the Commissioner, nominate representatives for key planning forums.

11.5. The Contractor shall:

- 11.5.1. discuss and develop policies and procedures with local CCGs to ensure there is compatibility with local policies and procedures, including clinical and non-clinical issues;
- 11.5.2. sign up to multi-agency information sharing agreements as agreed with the Commissioner.
- 11.5.3. develop referral protocols with local health facilities including CCG and

offering training opportunities for staff in the CCG (including nursing and medical training and training for local Health Care Professionals in order to meet accreditation and regulatory requirements)

## **12. Clinical Governance & Quality Assurance**

### **12.1. The Contractor shall:**

- 12.1.1. show a commitment to achieve maximum points on the Quality and Outcomes Framework (QOF) and/or any future National Quality Framework;
- 12.1.2. show a commitment to achieve the highest banding across the range of indicators on the NHS England Assurance Framework and/or any future quality scorecard by preparing and implementing suitable action plans until the standard is achieved;
- 12.1.3. comply with any NHS England – North Midlands Regional Team Quality Standards that may be introduced during the term of the contract, subject to the agreement of additional funding should it be reasonably required;
- 12.1.4. operate an effective, comprehensive, system of Clinical Governance with clear channels of accountability, supervision and reporting, and effective systems to reduce the risk of clinical system failure;
- 12.1.5. have medical leadership in place;
- 12.1.6. nominate a person who will have responsibility for ensuring the effective operation of the System of Clinical Governance and who is accountable for any activity carried out on a Patient;
- 12.1.7. continuously monitor and report on clinical performance and evaluate Serious Incidents, near misses and complaints arising from any activity including 'learning the lessons' and provide the Commissioner with the records of such to assist the Commissioner in assessing whether standards are being met;
- 12.1.8. use appropriate formal methods such as root cause analysis for Serious Incidents, near misses and complaints;
- 12.1.9. have in place a system for collecting data on Serious Incidents, near misses and complaints in a systematic and detailed manner to ascertain any lessons learnt about the quality of care and to indicate changes that might lead to future improvements. Furthermore, the Contractor shall have in place a system for adopting such changes into practice and processes going forward;
- 12.1.10. operate robust auditing of clinical care against clinical standards and in line with CQC essential standards;

- 12.1.11. comply with the Commissioner's governance requirements and inspections and make available, on reasonable notice to the Commissioner, any and all Contractor records (including permitting the Commissioner to take copies) relating to Contractor clinical governance to enable the Commissioner to audit and verify the clinical governance standards of the Contractor;
- 12.1.12. where appropriate, fully implement any recommendations following Commissioner clinical governance inspections within three (3) months of notification by the Commissioner of the recommendations;
- 12.1.13. provide the Commissioner with an annual report and service improvement plan on a template to be provided by the Commissioner;
- 12.1.14. participate in all quality and clinical governance initiatives agreed between the Commissioner and its other GP practices.

### **13. Complaints Procedure**

The Contractor will:

- 13.1. Produce and publicise a complaints procedure that is consistent with the principles of the NHS complaints procedure. The complaints procedure must be easy to understand, accessible to patients and provide for a prompt response.
- 13.2. Take reasonable steps to ensure that patients are aware of:
  - i. The complaints procedure.
  - ii. The role of the NHS England and other bodies in relation to complaints about services under the Contract, and
  - iii. The right to assistance with any complaint from independent advocacy services provided under section 19A of *the Act*.
- 13.3. Take reasonable steps to ensure that the complaints procedure is accessible to all patients; being aware of language, and communication support needs.
- 13.4. Provide as required a summary of all complaints, to the Commissioner.

## **Human Resource Management**

### **14. Contractor Workforce: Recruitment and Competence**

**14.1.** The Contractor must have a comprehensive, robust plan for recruitment, selection and employment procedures in place that are compliant with employment legislation and European directives.

**14.2.** The principle objectives of the Contractor must:

- i. Reflect the local community and range of languages spoken to support access to services.
- ii. Meet the essential day-to-day staff leadership, management and supervisory needs of the contract during its lifetime, including during mobilisation and, if appropriate, contract termination.
- iii. Support the provision of safe, high quality clinical services.
- iv. Ensure the appropriate skill mix: the intended range and ratio of clinical and non-clinical staff to include GPs, Nurse Practitioners, Practice Nurses, Health Care Assistants and the administrative staff required to support these professionals.
- v. Ensure that every member of the staff has a job description and appropriate contracts of employment setting out their terms and conditions, and roles and obligations as well as their rights.
- vi. Ensure that, where appropriate any transference of employees to its employment must comply with TUPE regulations.
- vii. Contractors must specify arrangements to ensure that all mandatory pre-employment checks are implemented for all staff working in the organisation, including ensuring that all staff undergo appropriate DBS checks before they start employment.
- viii. Ensure, through appropriate audit, training and continuous professional development, that all staff involved in treating patients are and remain qualified and competent to do so.
- ix. Support the implementation of all relevant statutory and non-statutory NHS standards, regulations, guidelines and codes of practice.
- x. Ensure there are systems in place to monitor that clinicians do not work excessive shifts or hours to the detriment of patient safety and their own welfare.

**14.3.** The Contractor should provide details of their staffing structure highlighting the persons that are to have responsibility for the operation of the contract.

**14.4.** The Contractor should provide details of the management structure and the escalation procedures for resolving problems. Also how during periods of annual leave or sickness or an industrial dispute the service will be delivered.

**14.5.** The Contractor must ensure:

**14.5.1.** All Clinical Staff are registered with all appropriate regulatory bodies including without limitation the following:

- i. For Medical Staff, **the GMC.**
- ii. For Nursing Staff, **the Nursing and Midwifery Council;** and
- iii. For Staff who are other Health Care Professionals (including Allied Health Professionals and Health Care Scientists (where appropriate), **the Health Professions Council.**

**14.6.** All Medical Staff performing specialist procedures are suitably qualified, competent and experienced and are registered in the GMC Specialist Register in respect of the specialty in which they perform specialist procedures.

**14.7.** All GPs are:

- i. Registered with the GMC and on the GMC GP register.
- ii. Hold appropriate certificates confirming their eligibility to work in general practice including current membership on the Medical Performers List; and
- iii. GPs who are not already members of the Royal College of General Practitioners are encouraged to become members, having passed the MRCGP examination or obtained membership by Assessment of Performance.
- iv. Be fully licensed to practice.
- v. Undergone a revalidation process as appropriate.

**14.8.** All Nursing Staff are:

- i. Registered on the Nursing and Midwifery and Health Professional Council Register and, if they are to prescribe drugs and/or medicine, that the corresponding entry in the register indicated they hold a prescribing qualification; and
- ii. Subject to robust procedures for re-registering and monitoring subsequent re-registration for Health Care Professionals as appropriate.

## **15. Workforce Training and Development.**

**15.1.** The Contractor must ensure arrangements are in place to ensure that all clinical and non-clinical staff are adequately trained and are competent for their roles, including setting up systems for assessing clinical competence in telephone consultations and triage in particular.

**15.2.** The Contractor must have robust staff development processes in place including opportunities which will provide development for both clinical and non-clinical staff. This might include formal qualifications, short courses and on-the-job training. All staff employed must receive an annual appraisal and hold a personal development plan.

**16. Practitioner Skill Mix/Continuity**

**16.1.** The Contractor shall:

- 16.1.1. notify the Commissioner about any planned material changes to the skill mix of Clinical Staff at the GP Practice;
- 16.1.2. keep the Commissioner informed of any changes in the permanently employed GPs or nurse practitioners; and
- 16.1.3. take all reasonable steps to keep the use of locum GPs or nurses to a minimum.

**17. Risk Management**

**17.1.** The Contractor shall:

- 17.1.1. Operate mechanisms for assessing & managing clinical and general business risk including the maintenance of a suitable risk register that is reviewed, as a minimum by the business owners on a monthly basis;
- 17.1.2. prepare disaster recovery, contingency and business continuity plans that should be available for inspection by the Commissioner at any time;
- 17.1.3. keep the Commissioner fully informed about any significant risks that have been identified that could impact on the performance of the contract;
- 17.1.4. notify the Commissioner of the person (or their successor) responsible for risk management within the contractor's organisation.

**18. Patient Records**

18.1. The Contractor shall at its own cost retain and maintain all the clinical records in accordance with:

18.1.1. Good Clinical Practice; and

18.1.2. this Part A of Schedule 2.

18.2. The Contractor shall at its own cost retain and maintain all the paper based clinical records in chronological order and in a form that is capable of audit.

18.3. The Contractor shall institute a programme of audit of individual clinicians' electronic medical records on at least an annual basis for all clinicians engaged to work at the practice on the contractor's behalf.

**19. Contractor Records**

19.1. The Contractor shall during the term of this Contract and for a period of six (6) years thereafter, maintain at its own cost such records relating to the provision of the Services, the calculation of the Charges and/or the performance by the Contractor of its obligations under this Contract as the Commissioner may reasonably require in any form (the "Records"), including information relating to:

19.1.1. contract management reporting;

19.1.2. national / data set reporting;

19.2. The Contractor shall, subject always to the provisions of relevant legislation and Directions :

19.2.1. on request produce the Records for inspection by the Commissioner or, on receipt of reasonable notice, allow or procure for the Commissioner and/or its authorised representatives access to any premises where any Records are stored for the purposes of inspecting and/or taking copies of and extracts from Records free of charge and for the purposes of carrying out an audit of the Contractor's compliance with this Contract, including all activities of the Contractor, the Charges and the performance, and the security and integrity of the Contractor in providing the Services under this Contract;

- 19.2.2. preserve the integrity of the Records in the possession or control of the Contractor and Contractor Staff and all data which is used in, or generated as a result of, providing the Services;
  - 19.2.3. prevent any corruption or loss of the Records, including keeping a back-up copy; and
  - 19.2.4. provide any assistance reasonably requested by the Commissioner in order to interpret or understand any Records.
- 19.3. The Contractor shall ensure that during any Records inspection the Commissioner and/or its authorised representatives receive all reasonable assistance and access to all relevant Contractor staff, premises, systems, data and other information and records relating to this Contract (whether manual or electronic).

## 20. Clinical Commissioning Groups

### 20.1 the Contractor must-

- (a) be a member of a CCG for the duration of the contract and
- (b) appoint one individual who is a health care professional to act on its behalf in the dealings between it and the CCG to which it belongs.

**Part B**

**Services**

**1. Services To Be Provided By The Contractor**

The Contractor shall provide:

- 1.1 GP led primary medical care services as set out in this Schedule 2 Part B to patients residing in the Practice Registration Area and Outer Boundary Area, and/ or patients registered with the practice as temporary patients according to National Guidance as amended from time to time in accordance with the requirements set out in this schedule 2 part A

**2. Access To Services**

Opening hours

- 2.1 The provider shall provide Patients with the ability to attend Non Bookable Appointments and Bookable Appointments at the Practice Premises, irrespective of their registration status.
- 2.2 The Practice shall be open and Reception Services as defined below provided at all times during APMS Core Hours subject to any changes that may be made to any other GP Contractor services (GMS, PMS) which will then be reflected in this contract. APMS Core Hours are defined as:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
08:00 – 18:30	08:00 – 18:30	08:00 – 18:30	08:00 – 18:30	08:00 – 18:30	Closed	Closed

Provision of Reception Services

2.3 The Contractor must provide full reception services at the Practice Premises throughout the APMS Core Hours.

2.4 Reception services will include but not be limited to:

2.4.1 Answering the telephone by a practice staff member;

2.4.2 Free access to the premises without the need to be physically admitted;

2.4.3 Booking appointments;

2.4.4 Answering and co-ordinating Patient queries and requests;

2.4.5 Signposting Patients to services.

Patient Registration Area

2.5.1 The Patient Registration Area means the area outlined in Annex 1 to this Schedule 2 in respect of which persons resident in it will be entitled to register with the Provider or seek acceptance by the Provider as a Temporary Resident for the purposes of the Provider's List of Registered Patients.

2.5.2. The Provider shall continue to treat any registered patient that is admitted to a nursing/residential home of short term care where the address is situated within the practice area. The Provider will routinely accept any patient admitted to a nursing home/residential home if requested to do so by the patient or carer where the address is situated within the practice area.

### Appointments

2.6 The Contractor shall offer a full range of consultation methods according to clinical need and patient preference including, but not limited to, telephone, e-mail, Video Consultation and face to face consultation at the GP Practice.

2.7 The Contractor shall undertake continuous assessment of its appointment system and access, monitoring demand and supply and taking action to address gaps in provision.

### Booking An Appointment

2.8 The Contractor shall ensure that, upon contacting the practice during APMS Core Hours in person or by telephone:

2.8.1 Patients should be required to only make one call in order to make an appointment and not be asked to call back;

2.8.2 Patients are able to book an appointment with an appropriate Health Care Professional within twenty-four (24) hours and a GP within forty-eight (48) hours of contacting the practice;

2.8.3 Patients are able to consult an appropriate GP or other Health Care Professional of their choice within 6 working days of contacting the practice;

2.8.4 Patients are able to book an appointment with the GP or other appropriate Health Care Professional of their choice at the practice up to and including four (4) weeks in advance;

2.8.5 If clinically urgent, a patient is able to book an urgent appointment on the same day which may not be a Health Care Professional or GP of their choice.

Availability of Appointments

2.9 In order to ensure that demand for appointments is met, the Contractor shall provide as a minimum:

2.9.1 72 consultations with a GP or Nurse Practitioner per 1,000 Carr-Hill weighted registered patients per week during APMS Core Hours. (For the purposes of measurement the number of consultations counted for a Nurse practitioner must not exceed 25% of the total consultations reported)

2.9.2 25 consultations with a Nurse or Healthcare Assistant per 1,000 Carr-Hill weighted registered patients per week during APMS Core Hours. (For the purposes of measurement the number of consultations counted for a Healthcare Assistant must not exceed 25% of the total consultations reported)

2.9.3 A duty doctor/ Nurse Practitioner to be available throughout APMS Core Hours to provide urgent consultations and house-calls.

Length of Appointments

2.10 Appointment length shall be tailored to the clinical needs of the patient. Time allowed for booked face to face appointments shall be no less than:

2.10.1 10 minutes for a GP or Nurse Practitioner led appointment;

2.10.2 15 minutes for a Nurse or Healthcare Assistant led appointment except where the Nurse or Healthcare assistant consider a shorter appointment is appropriate.

Punctuality of Appointments

2.11 Consultations shall commence within 30 minutes of the scheduled appointment time unless there are exceptional circumstances.

2.12 Treatment for patients suffering from immediate and life threatening conditions (as determined by a clinically trained individual acting reasonably) shall commence within 5 minutes.

### Home Visits

2.13 The Contractor shall conduct patients' home visits according to clinical need as determined by a GP acting in accordance with Good Clinical Practice:

2.13.1 The criteria for determining when home visits are necessary shall be consistently applied to patients and included within the practice leaflet and on any practice website.

2.13.2 Patients shall be seen as soon as practicable according to clinical need, and in any event on the same day as the practice is alerted.

2.13.3 Patients shall be informed of the timescale in which they will be visited, and contacted if the agreed visit is expected to be delayed.

### Improving Access Through Use of Technology

2.14 The Contractor shall ensure that its pages on NHS Choices are updated regularly, and at all times provide complete and accurate information regarding the practice.

2.15 In addition to improving access through the use of technology, the Contractor is expected to engage with Commissioners to achieve 7 day access as appropriate and in accordance with nationally and locally agreed arrangements.

## **3. Patient Voice**

### **3.1 Patient Surveys**

3.1.1 The Contractor shall be required to fully cooperate and assist the Commissioner in measuring patient satisfaction on an on-going basis. The method for measuring patient satisfaction will be determined by the Commissioner and may include touch screen, written surveys, interviews or other appropriate mechanisms. The methods may include, but not be limited to:

3.1.2 An annual locally-administered survey of patients using a survey approved by the Commissioner;

3.1.3 The NHS GP Friends and Family Test;

3.1.4 The NHS England national annual GP Patient Survey.

### **Practice Clinical Services**

The Contractor shall:

4.1 Provide Essential and Additional Services to all Registered Patients, including patients registered as Temporary Residents;

4.2 Not be required to provide Out of Hours Services.

4.3 Provide Enhanced Services appropriate to the provision of care required by the health needs of the Contractor's List of Registered Patients and directed by the Commissioner;

4.4 Participate in the Quality and Outcomes Framework (QOF);

4.5 Implement the Gold Standards Framework and Co-Ordinate My Care for patients requiring end of life care;

4.6 Participate in and support Health Promotion and Disease Prevention programmes

## **5 Essential Services**

5.1 The Contractor shall provide Essential Services at such times, within APMS Core Hours, as are appropriate to meet the reasonable needs of Registered Patients, including patients registered with the practice as Temporary Residents.

5.2 The Contractor shall have in place arrangements for Patients to access such services throughout the Opening Hours if clinically urgent and in case of emergency

5.3 The Contractor shall provide:

5.3.1 Essential Services required for the management of 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 a long term condition.
- iv) Suffering from chronic disease

5.3.2 Essential Services that are delivered in the manner determined by the GP Practice following discussion with the Registered Patient; and

5.3.3 Appropriate ongoing treatment and care to all Registered Patients and temporary residents taking account of their specific needs including:

- i) advice in connection with the patient's health, including relevant health promotion advice;
- ii) the referral of the Registered Patient for other services under the Act; and
- iii) primary medical care 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 Practice Area.

5.4 For the purposes of the above section, "management" includes:

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

5.4.2 making available such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under the Act and liaison with other Health Care Professionals involved in the Registered Patient's treatment and care.

5.4.3 For the purposes of clause 5.3.3 (iii) "emergency" includes any medical emergency whether or not related to services provided under the Contract.

**6. Immediately Necessary Treatment**

6.1 The Contractor shall provide primary medical care services required in Opening Hours for the immediately necessary treatment of any person falling within the following conditions described below who requests such treatment, for the period specified

6.2A person falls within this paragraph if he is a person:

6.2.1 whose application for inclusion in the Contractor's List of Registered Patients has been refused in accordance with clause 31.17 of the APMS contract and who is not registered with another contractor of Essential Services (or their equivalent) in the Practice Area;

6.2.2 whose application for acceptance as a Temporary Resident has been rejected clause 31.17 of the APMS contract;

6.2.3 who is present in the Contractors Practice Area for less than twenty-four (24) hours.

6.3 The period referred to in 6.1 above is:

6.3.1 in the case of 6.2.1 above, fourteen (14) days beginning with the date on which that person's application was refused or until that person has been registered elsewhere for the provision of Essential Services (or their equivalent), whichever occurs first;

6.3.2 in the case of 6.2.2 above, fourteen (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

6.3.3 in the case of 6.2.3 above, twenty-four (24) hours or such shorter period as the person is present in the Contractors Practice Area.

6.3 For the avoidance of doubt, Essential Services provided by the contractor is deemed to include wound care and suture removal.

6.5 The Contractor does not have to provide the services described in 5.3 and 6.1 during any period in respect of which the Care Quality Commission has suspended the Contractor as a service provider under section 18 of the Health and Social care Act 2008.

## **7 Additional Services**

7.1.1 The Contractor shall provide Additional Services as defined in the GMS contracts regulations as amended from time to time.

7.1.2 The Contractor shall provide Additional Services at such times, within APMS Core Hours, as are appropriate to meet the reasonable needs of Registered Patients and persons accepted by the Contractor as temporary residents

7.1.3 The Contractor shall have in place arrangements for Patients to access such services throughout the Opening Hours if clinically urgent and in case of emergency.

7.1.4 The Contractor shall provide such facilities and equipment as are necessary to enable it properly to perform each Additional Service that it provides.

7.1.5 The Additional Services the Contractor shall provide to Registered Patients and Temporary Residents are:

- i) Vaccinations and Immunisations;
- ii) Contraceptive Services;
- iii) Maternity Medical Services (excluding intra-partum care);
- iv) Child Health Surveillance Services;
- v) Cervical Screening Services;
- vi) Minor surgery; and
- vii) Childhood Immunisations and pre-school boosters.