

## **7.2. Cervical screening**

7.2.1. The Contractor shall-

- (a) provide the services described in clause 7.2.2; and
- (b) make such records as are referred to in clause 7.2.3.

7.2.2. The services referred to in clause 7.2.1 are-

- (a) the provision of any necessary information and advice to assist women identified by the Board as recommended nationally for a cervical screening test in making an informed decision as to participation in the NHS Cervical Screening Programme;
- (b) the performance of cervical screening tests on women who have agreed to participate in that Programme;
- (c) arranging for women to be informed of the results of the test;
- (d) ensuring that test results are followed up appropriately.

7.2.3. The records referred to in clause 7.2.1 are an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.

## **7.3. Contraceptive services**

7.3.1. The Contractor shall make available the following services to all of its patients who request such services:

- (a) the giving of advice about the full range of contraceptive methods;
- (b) where appropriate, the medical examination of patients seeking such advice;
- (c) the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);

- (d) the giving of advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another provider of primary medical services who does not have such conscientious objections;
- (e) the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the practice area and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services who does not have such conscientious objections;
- (f) the giving of initial advice about sexual health promotion and sexually transmitted infections; and
- (g) the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.

#### **7.4. Vaccines and immunisations**

The Contractor must comply with clauses 7.4.1 to 7.4.4.

##### **7.4.1. The Contractor must—**

- (a) offer to provide to patients all vaccines and immunisations (other than childhood immunisations and the combined Haemophilus influenzae type B and Meningitis C booster vaccine) of the type and in the circumstances set out in the GMS Statement of Financial Entitlements;
- (b) taking into account the individual circumstances of the patient, consider whether immunisation ought to be administered by the Contractor or other health professional or a prescription form ought to be provided for the purpose of the patient self-administering immunisation;
- (c) provide appropriate information and advice to patients about such vaccines and immunisations;
- (d) record in the patient's record any refusal of the offer referred to in sub-clause (a);

- (e) where the offer is accepted and immunisation is to be administered by the Contractor or other health professional, include in the patient's record the information specified in clause 7.4.2; and
- (f) where the offer is accepted and the immunisation is not to be administered by the Contractor or other health care professional, issue a prescription form for the purpose of self-administration by the patient.

7.4.2. The specified information referred to in clause 7.4.1(e) is—

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

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

7.4.4. In this clause 7.4, "patient records" means the record which is kept in accordance with clause 32 of the APMS Contract

## **7.5. Childhood vaccines and immunisations**

7.5.1. The Contractor shall-

- (a) offer to provide to children all vaccines and immunisations of the type and in the circumstances which are set out in the GMS Statement of Financial Entitlements;

- (b) provide appropriate information and advice to patients and, where appropriate, their parents about such vaccines and immunisations;
- (c) record in the patient's record kept in accordance with clause 32 of the APMS Contract any refusal of the offer referred to in sub-clause (a).

7.5.2. Where the offer is accepted, administer the immunisations, and include in the patient's record kept in accordance with clause 32 of the APMS Contract

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

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

## **7.6. Child health surveillance**

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

- (a) provide the services described in clause 7.6.2, other than any examination so described which the parent refuses to allow the child to undergo, until the date upon which the child attains the age of five years; and
- (b) maintain such records as are specified in clause 7.6.3.

7.6.2. The services referred to in clause 7.6.1(a) are-

- (a) the monitoring -
  - (i) by the consideration of any information concerning the child received by or on behalf of the Contractor, and
  - (ii) on any occasion when the child is examined or observed by or on behalf of the Contractor (whether pursuant to sub-clause (b) or otherwise),  
of the health, well-being and physical, mental and social development (all of which characteristics are referred to in clause 7.6.3 as “development”) of the child while under the age of 5 years with a view to detecting any deviations from normal development;
- (b) the examination of the child at a frequency that has been agreed with the Board in accordance with the nationally agreed evidence based programme set out in the revised fourth edition of “Health for all Children” (David Hall and David Elliman, September 2006, Oxford University Press ISBN 978-0-19-857084-4).

7.6.3. The records referred to in clause 7.6.1(b) are an accurate record of-

- (a) the development of the child while under the age of 5 years, compiled as soon as is reasonably practicable following the first examination of that child and, where appropriate, amended following each subsequent examination; and
- (b) the responses (if any) to offers made to the child’s parent for the child to undergo any examination referred to in clause 7.6.2(b).

**7.7. Maternity medical services**

**7.7.1. The Contractor shall-**

- (a) provide to female patients who have been diagnosed as pregnant all necessary maternity medical services throughout the antenatal period;
- (b) provide to female patients and their babies all necessary maternity medical services throughout the postnatal period other than neonatal checks;
- (c) provide all necessary maternity medical services to female patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services, who does not have such conscientious objections.

**7.7.2. In clause 7.7.1 -**

“antenatal period” means the period from the start of the pregnancy to the onset of labour,

“maternity medical services” means-

- (i) in relation to female patients (other than babies) all primary medical services relating to pregnancy, excluding intra partum care, and
- (ii) in relation to babies, any primary medical services necessary in their first 14 days of life, and

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

**7.8. Minor surgery**

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

7.8.2. The Contractor shall ensure that its record of any treatment provided pursuant to clause 7.8.1 includes the consent of the patient to that treatment.

## 7 Enhanced Services

8.1 The Contractor shall:

8.1.1 provide all clinically appropriate NHS England commissioned Enhanced Services

8.1.2 accept any changes or amendments to the Enhanced Services as other participating GP Practices on the financial basis set out in the GMS Statement of Financial Entitlements.

## 9 Quality and Outcomes Framework (QOF)

With regard to the Quality and Outcomes Framework (QOF) as defined in the GMS Contract Regulations and/or any future National Quality Framework, the Contractor shall:

9.1 participate in the QOF Scheme each year;

9.2 work towards gaining the maximum QOF points for each Contract Year

9.3 take all reasonable steps to minimise exception reporting and improve prevalence rates on practice registers;

9.4 set standards over and above the QOF requirements to ensure Patients continually receive the highest standards of clinical care

## 10 Health Promotion and Disease Prevention

The Contractor shall:

10.1 provide services focusing on health promotion and disease prevention and work with the Commissioner, CCGs, Local Authority, other local GP practices and other health contractors on initiatives to promote health and prevent disease within the Commissioner's area;

10.2 ensure it has effective strategies for health promotion and disease prevention in place These shall include but not be limited to:

- 10.2.1 smoking;
  - 10.2.2 alcohol;
  - 10.2.3 obesity;
  - 10.2.4 lack of exercise;
  - 10.2.5 dietary habits; and
  - 10.2.6 sexual activity;
  - 10.2.7 teenage pregnancy.
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- 10.3 identify and proactively screen and manage Patients at risk of developing long term conditions, cancers and sexually transmitted infections as well as those more likely to have unwanted pregnancies;
  - 10.4 provide information about, and access to, self-management programmes for Registered Patients with long term conditions where appropriate;
  - 10.5 identify local care pathways for Registered Patients with long term conditions to reduce inappropriate and unnecessary hospital admissions;
  - 10.6 provide information and advice to Registered Patients on self-monitoring for long-term conditions;
  - 10.7 have in place effective call and recall systems to manage Patients with long term conditions; and
  - 10.8 make effective use of computer disease management templates to ensure the QOF Score is greater than the national average and in any event no less than 95% of the total maximum points available.
  - 10.9 participate in expert Registered Patient programmes;
  - 10.10 use computer-based disease management templates; and
  - 10.11 Implement appropriate DH, NICE, MHRA and any other relevant guidelines (as amended from time to time) that apply to the provision of primary medical care services for Registered Patients.
  - 10.12 For the purposes of this paragraph 10, "Long Term Conditions" shall be deemed to be those conditions that cannot at present be cured but which can be controlled by medication and other therapies.
  - 10.13 The Contractor shall, at the minimum, be expected to achieve those standards in the key Public Health Targets including but not limited to:

- 10.13.1 flu vaccine uptake
- 10.13.2 pneumococcal vaccine uptake
- 10.13.3 shingles vaccine uptake
- 10.13.4 childhood vaccines uptake
- 10.13.5 cervical cytology screening
- 10.13.6 bowel screening
- 10.13.7 breast screening
- 10.13.8 diabetic retinopathy screening
- 10.13.9 abdominal aortic aneurism (AAA) screening
- 10.13.10 smoking cessation
- 10.13.11 obesity
- 10.13.12 alcohol consumption

### **Service Mobilisation / Transition Plan<sup>24</sup>**

The contractor shall ensure that those services and requirements described in this contract are implemented in accordance with the timetable and plan described below.

For the avoidance of doubt where any service or requirement is not specified in the Service Mobilisation / Transition Plan this shall be deemed to have been implemented by the contract commencement date.

This plan was proposed by the contractor as part of their successful tender bid and forms part of this contract.

**Please see attached annex – Annex A – Burntwood HWC Mobilisation**

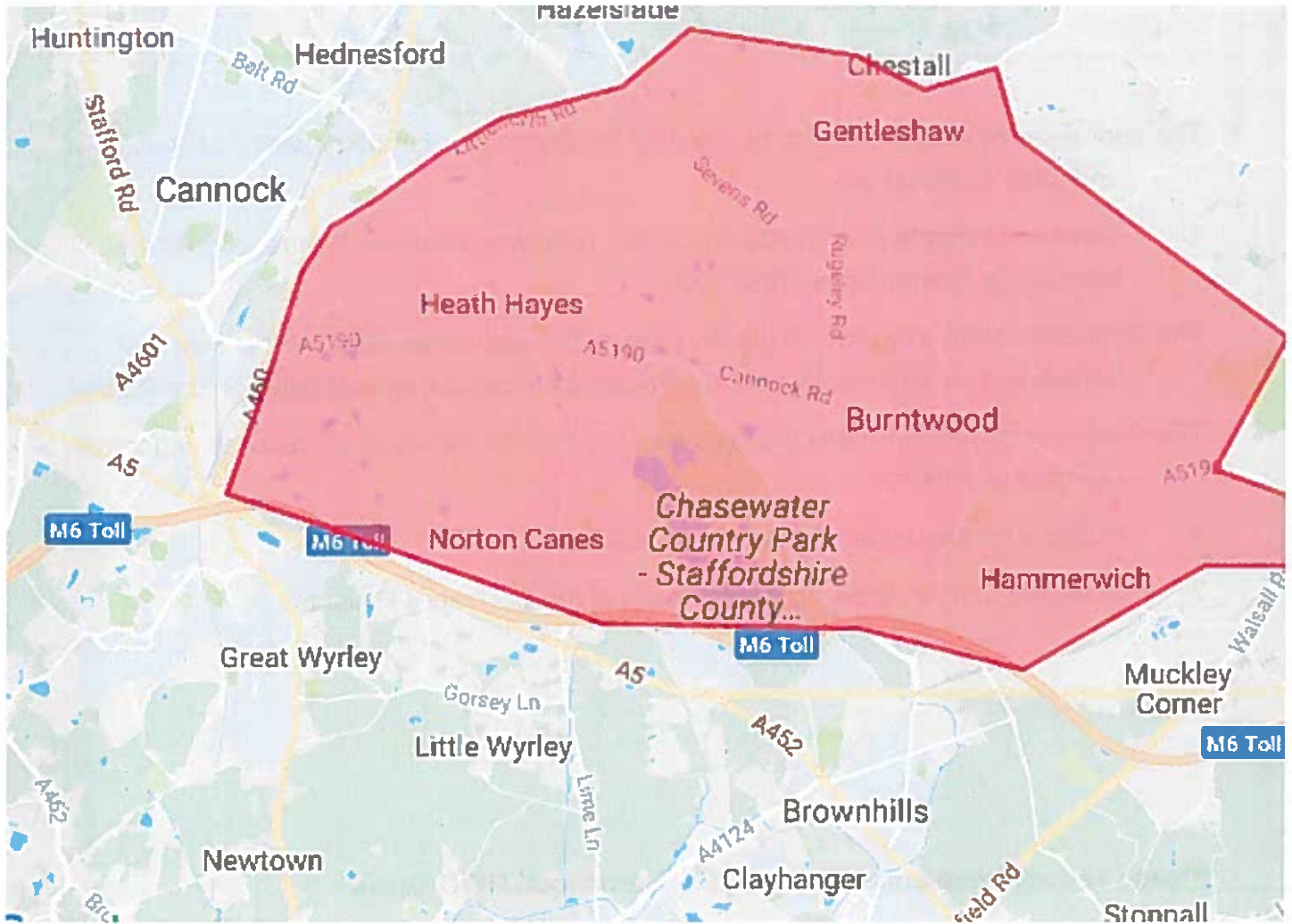
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<sup>24</sup> For local agreement

## Annex 1

### Patient Registration Area and Outer Boundary Area

Reference: Clause 31.2



**Schedule 3**  
**Practice Premises and Equipment**

**Part 1**  
**Premises**

The addresses of the premises to be used by the Contractor for the provision of Services under the Contract are:

1. Burntwood Health and Wellbeing Centre, Burntwood Leisure Centre, High Street, Burntwood, Staffordshire, WS7 3XH.

The Contractor shall only provide the Services at the addresses stated within Part 1 of Schedule 3, or such replacement addresses as may be agreed between the Parties.

The Contractor shall ensure that the premises used for the provision of services under the Contract are always:

1. Suitable for the delivery of those services; and
2. Sufficient to meet the reasonable needs of the Contract's Patients.

**Please see attached annex – Annex B – Burntwood HWC Lease**

## Part 2

### Provisions relating to Loaned Equipment

<sup>25</sup>At the Commencement Date of this contract there is no<sup>26</sup> Loaned Equipment. Therefore the provisions in this Part 2 do not apply at Commencement

- 1.1 The Contractor shall be liable for and shall make good any damage to any Loaned Equipment caused by misdirection or misuse due to negligence on the part of the Contractor, his employees, contractors or agents or any other person or entity engaged by the Contractor and in the event that any such Loaned Equipment is beyond economic repair the Contractor shall at its own cost procure new replacements of equivalent specification or such other specification that the Commissioner may approve in writing.
- 1.2 The Commissioner shall not be liable for any damage to the Loaned Equipment caused by faulty operation or misuse of the Loaned Equipment.
- 1.3 The Commissioner shall have the right to withdraw any Loaned Equipment at any time and shall be under no liability whatsoever for failing to lend equipment at any time.
- 1.4 The Commissioner will grant to the Contractor on and from the Commencement Date, for the duration set out in paragraph 1.5, a non-exclusive, non-transferable licence to use any and all of the Loaned Equipment that may be required to enable the Contractor to carry out or otherwise perform the Services and any ancillary services. The Parties acknowledge and agree that the list of Loaned Equipment set out in Annex 1 to Schedule 3 has been compiled based on the information known to the Parties at the Commencement Date. The Parties acknowledge and agree that the list of Loaned Equipment set out in Part 2 of Schedule 3 may not be a complete list.
- 1.5 The licence granted pursuant to paragraph 1.4 shall terminate at the same time as this Contract. If this Contract is terminated (in whole or in part) for any reason in accordance with its terms, the licence shall terminate in respect of the Loaned

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<sup>25</sup> May be amended – for local agreement

<sup>26</sup> Delete within highlighted sections where applicable

Equipment and the Contractor shall at the Commissioner's request return the Loaned Equipment to the Commissioner in accordance with paragraph 1.12.

**1.6 The Contractor shall not:**

- 1.6.1 sub-license to any sub-contractor (other than those approved in writing by the Commissioner);
- 1.6.2 assign or novate the benefit or burden of the licence set out in paragraph 1.4 in whole or in part;
- 1.6.3 allow the Loaned Equipment to become the subject of any charge, lien or encumbrance; and
- 1.6.4 deal in any manner with any of the Loaned Equipment which is inconsistent with its rights and obligations under paragraph 1.4,

without the prior written consent of the Commissioner, which shall not be unreasonably withheld.

**1.7 The Contractor shall:**

- 1.7.1 use the Loaned Equipment in accordance with manufacturer's instructions and any instructions provided by the Commissioner to the Contractor;
- 1.7.2 store the Loaned Equipment appropriately and in accordance with all applicable Law, good practice guidelines and any manufacturer's instructions;
- 1.7.3 establish and manage a planned preventative maintenance programme and make adequate and appropriate contingency arrangements for emergency remedial maintenance or substitute equipment;
- 1.7.4 keep the Loaned Equipment in good condition and repair;
- 1.7.5 maintain records of maintenance testing and certification of the Loaned Equipment, such records to be made available to the Commissioner as requested from time to time;

- 1.7.6 ensure the Loaned Equipment are only operated or used by properly trained and appropriately qualified operators (where applicable);
- 1.7.7 adequately insure all the Loaned Equipment.
- 1.8 Upon receiving written notice from the Commissioner, the Contractor will allow the Commissioner to conduct an inspection of the Loaned Equipment in order to ensure the Contractor is complying with its obligations set out in this paragraph 1.
- 1.9 Save to the extent caused or contributed to by the Commissioner, the Contractor shall indemnify and keep indemnified the Commissioner from and against all liability in respect of all losses, claims, charges, demands, liabilities, damages and expenses suffered by the Commissioner in respect of:
  - 1.9.1 damage, loss or destruction of the Loaned Equipment;
  - 1.9.2 injury, harm or death of any person;
  - 1.9.3 damage to any Premises; or
  - 1.9.4 failure by the Contractor to comply with its obligations under paragraph 1.7.by reason of acts or omissions by the Contractor or those authorised by it when using the Loaned Equipment after the Commencement Date.
- 1.10 Save as otherwise provided in this Clause, the Contractor shall use the Loaned Equipment at its own risk and no liability shall attach to the Commissioner in respect of the use of the Loaned Equipment by the Contractor or otherwise.
- 1.11 The Parties agree that the Licence granted pursuant to paragraph 1.4 may be terminated in respect only of the Loaned Equipment affected by the relevant Licence Termination Event, by the Commissioner, immediately on notice to the Contractor, on the occurrence of any of the following events:
  - 1.11.1 expiry or termination of any of this Contract, in whole or in part;
  - 1.11.2 the Contractor failing to comply with its obligations under this paragraph 1;
  - 1.11.3 there is a change in Law that requires the licensing arrangements to end; or

1.11.4 the Contractor ceasing to exist or ceasing to carry on its business or any part of its business,

(each a "Licence Termination Event") and the provisions of paragraph 1.12 shall apply.

1.12 Upon the occurrence of a Licence Termination Event, the Contractor shall return to the Commissioner the Loaned Equipment as soon as reasonably practicable in the same or similar condition as the Loaned Equipment was handed over to the Contractor on the Transfer Date, excepting fair wear and tear ("Return Conditions").

1.13 If the Contractor fails to return the Loaned Equipment to the Commissioner upon request, or any returned Loaned Equipment do not comply with the Return Conditions, then:

1.13.1 the Commissioner shall be entitled to deduct an amount equal to the replacement value of any and all Loaned Equipment that are either not returned, or returned in a condition that does not meet the Return Conditions (as applicable) at the date of the expiry or termination, from any amounts payable by the Commissioner to the Contractor under this Contract; or

1.13.2 the Contractor shall pay the Commissioner, on written notice from the Commissioner, an amount equal to the replacement value of the portion of the Loaned Equipment that were either not returned or returned in a condition that does not comply with the Return Conditions (as applicable) at the time such assets are returned to the Commissioner.

**Annex 1**  
**Loaned Equipment**

**Please see attached annex – Annex C – Burntwood Asset List PC**

## Schedule 4

### Finance<sup>27</sup>

#### Part 1: Payment calculations and timing

##### 1. Introduction

Part 1 of this schedule 4 explains the calculations and timing of the payments to be made under this Agreement.

##### 2. The payment to the Provider shall be built up from the following three elements:

- A core services payment
- A QOF payment, and
- Premise Costs payments

##### 2.1 Core Services Payment

2.1.1 The Provider will receive a payment for the provision of essential services, additional services and enhanced services which is calculated upon three elements:

2.1.1.1 The number of weighted patients on the Providers List of Registered Patients at the start of each quarter (i.e. 1<sup>st</sup> January, April, July and October) multiplied by the relevant Price Per Patient (Global Sum plus 10%, currently as at 01/04/18 £88.96 + £8.90 = £97.86 per annum) note that this payment is for essential services and additional services);

2.1.1.2 Enhanced Services provided and paid in accordance with the Statement of Financial Entitlements.

The Contractor may deliver a range of Enhanced Services to its patients and others as specified in the individual Service Level Agreements to be determined and agreed between the CCG and the Provider on an annual basis. Such Enhanced Services are covered by separate formal agreements between the Parties and may vary from time to time.

##### 2.2 QOF Payment

The Provider shall receive a payment related to QOF which will be calculated on an identical basis to the QOF payment regime under the GMS contract (the "QOF Payment").

##### 2.3 Premises Costs Payments

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<sup>27</sup> For local agreement.

"All payments and regulations relating to premises will be in line with the NHS (General Medical Services – Premises Costs) Directions 2013 and the Statement of Financial Entitlements."

The Provider shall receive a monthly payment to reimburse the Provider for those costs incurred by the Provider but ultimately to be borne by relevant CCG e.g. reimbursement of rent, business and water rates.

### 3. Payment Distribution

- 3.1 To facilitate more even payments to the Provider during a Contract Year, every month the Provider shall receive a Budgeted Services Payment, and a Budgeted QOF Payment as well as the Budgeted Monthly Premises Costs Payments all of which shall be calculated for the Contract Month in question.
- 3.2 At the end of each Contract Year, an annual reconciliation shall be undertaken, which shall calculate the difference between what has been paid to the Provider and what should have been paid to the Provider. An Annual Payment Adjustment shall then be made in line with actual activity.

### 4. Inflation

There will be an increase/decrease by the same factor as the annual increase (or decrease) of General Medical Practitioners (GMP) pay as set out in the annual report published by the Doctors' and Dentists Review Body (DDRB).

## Payment Mechanism

### Part 2: Method of Payment

#### 1 Payment Arrangements

Payments to the provider will be made monthly by BACS and will be made on or before the 15<sup>th</sup> day of the month.

#### 2 Payment Dispute

- 2.1 If either party has a bona fide Dispute in respect of the whole or any part of the payments made under this agreement, then the party shall immediately notify the other party of the nature of the Dispute in writing providing all relevant details supporting the disputed payment(s).

- 2.2 The parties shall cooperate in good faith to resolve the Dispute over the payments as amicably and promptly as possible in accordance with the Dispute Resolution Procedure and on settlement of any Dispute NHS England shall make the appropriate payment in accordance with this Agreement.
- 2.3 With respect to any settled amount, any agreed period within which payments are due to be made shall commence on the date on which the Dispute is resolved and payments of any settled amount shall only be deemed to be late after the period given for payment of the settled amount has elapsed.
- 2.4 If any sums are due to NHS England from the Provider, then NHS England shall be entitled to exercise the right to setoff such sums against any payments due to the Provider from NHS England under or in relation to this or any other Agreement. The Provider shall not be entitled to apply any amount due to NHS England under this Agreement in or towards payment of any sum owing by NHS England to the Provider in relation to any matter whatsoever.

## Schedule 5

### Part 2: Minimum Insurance Requirements

#### Reference Clause 52

The minimum insurance required under clause 52 is set out below<sup>28</sup>.

Class	Minimum Sum Insured
Public Liability	£5,000,000 (five million pounds sterling) for any one claim and unlimited in the aggregate
Employers Liability	£10,000,000 (ten million pounds sterling) any one claim
Property All Risks	Reinstatement as new cost on buildings, fixtures, fittings and contents in relation to damage to property used for or in connection with the ownership, maintenance and operation of the Practice Premises and provision of the Services.
Clinical Negligence	£5,000,000 (five million pounds sterling) for any one claim with an aggregate limit of at least £10,000,000 (ten million pounds sterling).

<sup>28</sup> For local agreement. An assessment should be made in each set of circumstances as to the appropriate level of cover.

## **Schedule 6**

### **Complaints Procedure**

#### **1. Arrangements for the handling and consideration of complaints**

- (1) The Contractor must make arrangements ("arrangements for dealing with complaints") in accordance with this Schedule for the handling and consideration of complaints.
- (2) The arrangements for dealing with complaints must be such as to ensure that—
  - (a) complaints are dealt with efficiently;
  - (b) complaints are properly investigated;
  - (c) complainants are treated with respect and courtesy;
  - (d) complainants receive, so far as is reasonably practical—
    - (i) assistance to enable them to understand the procedure in relation to complaints; or
    - (ii) advice on where they may obtain such assistance;
  - (e) complainants receive a timely and appropriate response;
  - (f) complainants are told the outcome of the investigation of their complaint; and
  - (g) action is taken if necessary in the light of the outcome of a complaint.

#### **2. Responsibility for complaints arrangements**

- (1) The Contractor must designate—
  - (a) a responsible person, to be responsible for ensuring compliance with the arrangements made under this Schedule, and in particular ensuring that action is taken if necessary in the light of the outcome of a complaint; and
  - (b) a complaints manager, to be responsible for managing the procedures for handling and considering complaints in accordance with the arrangements made under this Schedule.
- (2) The functions of the responsible person may be performed by any person authorised by the Contractor to act on behalf of the responsible person.
- (3) The functions of the complaints manager may be performed by any person authorised by the Contractor to act on behalf of the complaints manager.
- (4) The responsible person is to be:

- (a) the person who acts as the chief executive officer of the Contractor or, if none—
  - (i) the person who is the sole proprietor of the Contractor;
  - (ii) where the Contractor is a partnership, a partner; or
  - (iii) in any other case, a director of the Contractor, or a person who is responsible for managing the Contractor.
- (5) The complaints manager may be—
  - (a) a person who is not an employee of the Contractor;
  - (b) the same person as the responsible person.

### **3. Persons who may make complaints**

- (1) A complaint may be made by—
  - (a) a person who receives or has received services from the Contractor; or
  - (b) a person who is affected, or likely to be affected, by the action, omission or decision of the Contractor which is the subject of the complaint.
- (2) A complaint may be made by a person (in this regulation referred to as a representative) acting on behalf of a person mentioned in paragraph (1) who—
  - (a) has died;
  - (b) is a child;
  - (c) is unable to make the complaint themselves because of—
    - (i) physical incapacity; or
    - (ii) lack of capacity within the meaning of the Mental Capacity Act 2005;or
  - (d) has requested the representative to act on their behalf.
- (3) Where a representative makes a complaint on behalf of a child, the Contractor—
  - (a) must not consider the complaint unless it is satisfied that there are reasonable grounds for the complaint being made by a representative instead of the child; and
  - (b) if it is not so satisfied, must notify the representative in writing, and state the reason for its decision.
- (4) This paragraph applies where—
  - (a) a representative makes a complaint on behalf of—

- (i) a child; or
  - (ii) a person who lacks capacity within the meaning of the Mental Capacity Act 2005; and
  - (b) the Contractor is satisfied that the representative is not conducting the complaint in the best interests of the person on whose behalf the complaint is made.
- (5) Where paragraph (4) applies—
- (a) the complaint must not be considered or further considered under this Schedule; and
  - (b) the Contractor must notify the representative in writing, and state the reason for its decision.
- (6) In this Schedule any reference to a complainant includes a reference to a representative.

#### **4. Time limit for making a complaint**

- (1) Except as mentioned in paragraph (2), a complaint must be made not later than 12 months after—
- (a) the date on which the matter which is the subject of the complaint occurred; or
  - (b) if later, the date on which the matter which is the subject of the complaint came to the notice of the complainant.
- (2) The time limit in paragraph (1) shall not apply if the Contractor is satisfied that—
- (a) the complainant had good reasons for not making the complaint within that time limit; and
  - (b) notwithstanding the delay, it is still possible to investigate the complaint effectively and fairly.

#### **5. Procedure before investigation**

- (1) A complaint may be made orally, in writing or electronically.
- (2) Where a complaint is made orally, the Contractor must—
- (a) make a written record of the complaint; and
  - (b) provide a copy of the written record to the complainant.

- (3) The Contractor must acknowledge the complaint not later than 3 working days after the day on which it receives the complaint.
- (4) Where the Contractor receives a complaint sent to it by the Commissioner or another responsible body (as defined in the Complaints Regulations), the complaint must be acknowledged by the Contractor not later than 3 working days after the day on which it receives the complaint.
- (5) The acknowledgement may be made orally or in writing.
- (6) At the time it acknowledges the complaint, the Contractor must offer to discuss with the complainant, at a time to be agreed with the complainant—
  - (a) the manner in which the complaint is to be handled; and
  - (b) the period ("the response period") within which—
    - (i) the investigation of the complaint is likely to be completed; and
    - (ii) the response is likely to be sent to the complainant.
- (7) If the complainant does not accept the offer of a discussion, the Contractor must—
  - (a) determine the response period specified in paragraph (6)(b); and
  - (b) notify the complainant in writing of that period.

## **6. Investigation and response**

- (1) A Contractor to which a complaint is made must—
  - (a) investigate the complaint in a manner appropriate to resolve it speedily and efficiently; and
  - (b) during the investigation, keep the complainant informed, as far as reasonably practicable, as to the progress of the investigation.
- (2) As soon as reasonably practicable after completing the investigation, the Contractor must send the complainant in writing a response, signed by the Contractor, which includes—
  - (a) a report which includes the following matters—
    - (i) an explanation of how the complaint has been considered; and
    - (ii) the conclusions reached in relation to the complaint, including any matters for which the complaint specifies, or the Contractor considers, that remedial action is needed; and

- (b) confirmation as to whether the Contractor is satisfied that any action needed in consequence of the complaint has been taken or is proposed to be taken;
  - (c) details of the complainant's right to take their complaint to the Health Service Commissioner under the Health Service Commissioners Act 1993.
- (3) In paragraph (4), "relevant period" means the period of 6 months commencing on the day on which the complaint was received, or such longer period as may be agreed before the expiry of that period by the complainant and the Contractor.
- (4) If the Contractor does not send the complainant a response in accordance with paragraph (2) within the relevant period, the Contractor must—
- (a) notify the complainant in writing accordingly and explain the reason why; and
  - (b) send the complainant in writing a response in accordance with paragraph (2) as soon as reasonably practicable after the relevant period.

#### **7. Form of communications**

- (1) Any communication which is required by this Schedule to be made to a complainant may be sent to the complainant electronically where the complainant—
- (a) has consented in writing or electronically; and
  - (b) has not withdrawn such consent in writing or electronically.
- (2) Any requirement in this Schedule for a document to be signed by a person is satisfied, in the case of a document which is sent electronically in accordance with this Schedule, by the individual who is authorised to sign the document typing their name or producing their name using a computer or other electronic means.

#### **8. Publicity**

The Contractor must make information available to the public as to—

- (a) its arrangements for dealing with complaints; and
- (b) how further information about those arrangements may be obtained.

## 9. Monitoring

For the purpose of monitoring the arrangements under this Schedule the Contractor must maintain a record of the following matters—

- (a) each complaint received;
- (b) the subject matter and outcome of each complaint; and
- (c) where the Contractor informed the complainant of—
  - (i) the response period specified in paragraph 5(6)(b); or
  - (ii) any amendment to that period,

whether a report of the outcome of the investigation was sent to the complainant within that period or any amended period.

## 10. Annual reports

- (1) The Contractor must prepare an annual report for each year which must—
  - (a) specify the number of complaints which the Contractor received;
  - (b) specify the number of complaints which the Contractor decided were well-founded;
  - (c) specify the number of complaints which the Contractor has been informed have been referred to—
    - (i) the Health Service Commissioner to consider under the Health Service Commissioners Act 1993; and
  - (d) summarise—
    - (i) the subject matter of complaints that the Contractor received;
    - (ii) any matters of general importance arising out of those complaints, or the way in which the complaints were handled;
    - (iii) any matters where action has been or is to be taken to improve services as a consequence of those complaints.
- (2) In paragraph (1), "year" means a period of 12 months ending with 31st March.
- (3) The Contractor must ensure that its annual report is available to any person on request.
- (4) The Contractor must send a copy of its annual report to the Commissioner.
- (5) The copy of the annual report required to be sent in accordance with paragraph (5) must be sent as soon as reasonably practicable after the end of the year to which the report relates.

## Performance Management<sup>29</sup>

To be agreed locally

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<sup>29</sup> For local agreement.

## **Annex 1**

### **Annual Report**

The Contractor agrees to provide a report on an annual basis as requested by the Commissioner. The Template for the Annual Report shall be provided by the Commissioner no later than 9 months after the Commencement Date.<sup>30</sup>

**To be agreed locally**

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<sup>30</sup> Or for local agreement if provisions can be specified or agreed by alternative means.

## Schedule 7 Administration

The following person is the Commissioner's Representative and is authorised to act on behalf of the Commissioner on all matters relating to the Contract:

[Redacted]

Title: Primary Care Lead

The Contractor's Representative shall be:

[Redacted]

Title: Senior GP Partner

All correspondence relating to the Contract shall be dated and sent to the Commissioner's Representative or the Contractor's Representative at the postal or email addresses notified to the other party from time to time.

The Commissioner and the Contractor shall appoint Representatives from time to time who are authorised to act on behalf of the Commissioner and Contractor on all matters relating to the Contract.

The Commissioner and Contractor shall notify the other party of the identity of their respective Representative(s) and of any change of such Representative(s) as soon as reasonably practicable.

For the purposes of clause 81.2 (Confidential Information), the relevant timescale shall be [2 years for all classes of information]<sup>31</sup>.

<sup>31</sup> Consideration should be paid in each case as to the nature of information likely to be affected.

## **Schedule 8**

### **Particulars for Practice Leaflet**

A practice leaflet shall include:

1. In the case of a Contract with a partnership:
  - a. the name of the Contractor;
  - b. in the case of a Contract with a partnership, whether or not it is a limited partnership; and
  - c. the names of all the partners and, in the case of a limited partnership, their status as a general or limited partner.
2. In the case of a Contract with a company:
  - a. the names of the directors, the company secretary and the shareholders of that company; and
  - b. the address of the company's registered office.
3. The full name of each person performing Services under the Contract.
4. In the case of each Health Care Professional performing services under the Contract his professional qualifications.
5. Whether the Contractor undertakes the teaching or training of Health Care Professionals or persons intending to become health care professionals.
6. The Contractor's Patient Registration Area, including the area known as the Outer Boundary Area, by reference to a sketch diagram, plan or postcode.
7. The address of each of the Practice Premises.
8. The Contractor's telephone and fax number and the address of its website (if any).
9. Whether the Practice Premises have suitable access for all disabled patients and, if not, the alternative arrangements for providing services to such Patients.

10. How to register as a Patient.
11. The right of Patients to express a preference of practitioner and the means of expressing such a preference.
12. The services available under the Contract.
13. The opening hours of the Practice Premises and the method of obtaining access to services throughout the Core Hours.
  - (i) The criteria for home visits and the method of obtaining such a visit.
  - (ii) The consultations available to Patients.
14. The arrangements for services in the Out of Hours period (whether or not provided by the Contractor) and how the Patient may access such services.
15. Where the services referred to in paragraph 14 are not provided by the Contractor, the fact that the Commissioner is responsible for commissioning the services.
16. The method by which Patients are to obtain repeat prescriptions.
17. If the Provider offers Repeatable Prescribing Services, the arrangements for providing such services.
18. If the Provider is a dispensing Provider the arrangements for dispensing prescriptions.
19. How Patients may make a complaint or comment on the provision of service.
20. The rights and responsibilities of the Patient, including keeping appointments.
21. The action that may be taken where a Patient is violent or abusive to the Provider or his staff or other persons on the Practice Premises.
22. Details of who has access to Patient information (including information from which the identity of the individual can be ascertained) and the Patient's rights in relation to disclosure of such information.
23. The name, address and telephone number of the Commissioner.

24. Information about the assignment by the Contractor to its new and existing Patients of an Accountable GP in accordance with clauses 31.133 to 31.141.
25. Information about the assignment by the Contractor to its Patients aged 75 and over of an Accountable GP under clauses 31.121 to 31.124.

**Schedule 9**  
**TUPE, Tendering and Handover<sup>32</sup>**

**Please see attached annex – Annex D – TUPE Information Burntwood HWC**

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<sup>32</sup> For local agreement.

## **Schedule 10**

### **Dispute Resolution Procedure**

#### **Escalated Negotiation**

1. If any Dispute arises, the Parties must first attempt to settle it by either of them making a written offer to the other to negotiate. During the Negotiation Period the Parties must negotiate and be represented:
  - 1.1. for the first 10 Operational Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter and has authority to settle the Dispute; and
  - 1.2. for the last 5 Operational Days, by their chief executive, director, or member of their Governing Body, as the case may be, who has authority to settle the Dispute.
2. Where practicable, neither Party shall be represented by the same individual under it paragraphs 1.1 and 1.2.

#### **Mediation**

3. If the Parties are unable to settle the Dispute by negotiation, they must, within 5 Operational Days after the end of the Negotiation Period, submit the Dispute:
  - 3.1. to mediation arranged jointly by the NHSTDA and the Commissioner where the Contractor is an NHS Trust; or
  - 3.2. to mediation by CEDR or other independent body or organisation agreed between the Parties in all other cases.
4. In the case of a mediation under paragraph 3.1:
  - 4.1. during the mediation phase and before the mediation session, each Party must submit to the mediator within 5 Operational Days of the mediator's request a signed position statement describing the precise points on which the Parties disagree, and describing its solution to the Dispute;

- 4.2. where the mediator is satisfied that the nature of the Dispute has been adequately documented in accordance with General Condition 4.1, the mediator will allow each Party 5 Operational Days in which to comment to him in writing on the other Party's solution to the Dispute;
- 4.3. the mediator may, in their absolute discretion, require either Party to clarify any aspects of its signed position statement and upon receipt of that clarification, will forward the clarification to the other Party;
- 4.4. following distribution by the mediator of the signed position statements and any clarification to the Parties, the mediator will arrange a mediation session at a venue chosen by the mediator to facilitate mediation and settlement of the Dispute. The mediation session will be fixed for a date at least 10 Operational Days following receipt by both Parties of the other Party's signed position statement and any clarification;
- 4.5. each Party must make an opening presentation of its position to the other party and the mediator will then meet each of the Parties separately for such time as the mediator considers appropriate and will determine the procedure of the mediation session. Neither Party will terminate its participation in the mediation session until after the opening presentations have been given and the mediator has met both Parties separately;
- 4.6. the Parties must keep confidential and not disclose or use for any other purpose any information, whether given orally, in writing or otherwise, arising out of or in connection with the mediation, including the fact of any settlement and its terms, except for the fact that the mediation is to take place or has taken place; and
- 4.7. all information, whether oral, in writing or otherwise, arising out of or in connection with the mediation will be inadmissible in any current or subsequent litigation or other proceedings. This paragraph 4.7 will not apply to any information which would in any event have been admissible in any such proceedings.

- 4.8. Mediations under paragraph 3.2 must follow the mediation process of CEDR or other independent body or organisation as agreed between the Parties in accordance with clause 3.2.

#### **Expert Determination**

- 4.9. If the Parties are unable to settle the Dispute through mediation, the Dispute must be referred to expert determination, by one Party giving written notice to that effect to the other Party following closure of the failed mediation. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
- 4.10. If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert.
- 4.11. Where the Parties have not agreed upon an expert, or where that person has not confirmed their willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
- 4.12. The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Operational Days of the appointment of the Expert a statement of its case, including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 4.13. The Party not serving the Expert Determination Notice must reply to the Expert and to the other Party within 5 Operational Days of receiving the

statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

- 4.14. The Expert must produce a written decision with reasons within 30 Operational Days of receipt of the statement of case referred to in paragraph 4.13, or any longer period as is agreed by the Party after the Dispute has been referred.
- 4.15. The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 4.16. The Party must comply with any request or direction of the Expert in relation to the expert determination.
- 4.17. The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send their decision in writing simultaneously to both Parties. Within 5 Operational Days following the date of the decision the Parties must provide the Expert and the other Party with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at their discretion within a further 5 Operational Days and send any revised decision simultaneously to the Parties in Dispute.
- 4.18. The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 4.19. **The decision of the Expert is final and binding**, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert, in which case a Party will be permitted to apply to Court for an Order that:
  - 4.19.1. the Expert reconsider his decision (either all of it or part of it); or
  - 4.19.2. the Expert's decision be set aside (either all of it or part of it).

- 4.20. If a Party in Dispute does not abide by the Expert's decision the other Parties may apply to Court to enforce it.
- 4.21. All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 4.22. The Expert is not liable for anything done or omitted in the discharge or purported discharge of their functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 4.23. The Expert is appointed to determine the Dispute or Disputes between the Parties and the Expert's decision may not be relied upon by third parties, to whom the Expert shall have no duty of care.

## Schedule 11

**Quality and Outcomes Framework – Indicators no longer in the Quality  
and Outcomes Framework**

<i>Indicator ID</i>	<i>Indicator Description</i>
<i>Clinical domain</i>	
CHD003	The percentage of patients with coronary heart disease whose last measured total cholesterol (measured in the preceding 12 months) is 5mmol/l or less
CKD002	The percentage of patients in the CKD register in whom the last blood pressure reading (measured in the preceding 12 months) is 140/85 mmHg or less
CKD004	The percentage of patients in the CKD register whose notes have a record of a urine albumin:creatinine ratio (or protein:creatinine ratio) test in the preceding 12 months
NM84	The percentage of patients on the CKD register with hypertension and proteinuria who are currently treated with renin-angiotensin system antagonists
DEP001	The percentage of patients aged 18 or over with a new diagnosis of depression in the preceding 1 <sup>st</sup> April to 31 <sup>st</sup> March, who have had a bio-psychosocial assessment by the point of diagnosis. The completion of the assessment is to be recorded on the same day as the diagnosis is recorded.
DM005	The percentage of patients with diabetes, on the register, who have a record of an albumin:creatinine ratio test in the preceding 12 months
DM011	The percentage of patients with diabetes, on the register, who have a record of retinal screening in the preceding 12 months
DM016	The percentage of male patients with diabetes, on the register, who have a record of erectile dysfunction with a record of advice and assessment of contributory factors and treatment options in the preceding 12 months
EP002	The percentage of patients aged 18 or over on drug treatment for epilepsy who have been seizure free for the last 12 months recorded in the preceding 12 months
EP003	The percentage of women aged 18 or over and who have not attained the age of 55 who are taking antiepileptic who have a record of information and counselling about contraception, conception and pregnancy in the preceding 12 months
HYP003	The percentage of patients aged 79 or under with hypertension in whom the last blood pressure reading (measured in the preceding 9 months) is 140/90mmHg or less

HYP004	The percentage of patients with hypertension aged 16 or over and who have not attained the age of 75 in whom there is an assessment of physical activity, using, GPPAQ, in the preceding 12 months
HYP005	The percentage of patients with hypertension aged 16 or over and who have not attained the age of 75 who score 'less than active' on GPPAQ in the preceding 12 months, who also have a record of a brief intervention in the preceding 12 months
LD002	The percentage of patients in the learning disability register with Down's Syndrome aged 18 or over who have a record of blood TSH in the preceding 12 months (excluding those who are on the thyroid disease register)
MH004	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of total cholesterol:hdl ratio in the preceding 12 months
MH005	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of blood glucose or HbA1c in the preceding 12 months
MH006	The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of BMI in the preceding 12 months
PAD003	The percentage of patients with peripheral arterial disease in whom the last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
RA003	The percentage of patients with rheumatoid arthritis aged 30 or over and who have not attained the age of 85 who have had a cardiovascular risk assessment using a CVD risk assessment tool adjusted for RA in the preceding 12 months
RA004	The percentage of patients aged 50 or over and who have not attained the age of 91 with rheumatoid arthritis who have had an assessment of fracture risk using a risk assessment tool adjusted for RA in the preceding 24 months
STIA004	The percentage of patients with stroke or TIA who have a record of total cholesterol in the preceding 12 months
STIA005	The percentage of patients with a stroke shown to be non-haemorrhagic, or a history of TIA whose last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
THY001	The contractor establishes and maintains a register of patients with hypothyroidism who are currently treated with levothyroxine
THY002	The percentage of patients with hypothyroidism, on the register, with thyroid function tests recorded in the preceding 12 months
<i>Public Health Domain</i>	
CVD-	The percentage of patients diagnosed with hypertension (diagnosed after on or after 1 <sup>st</sup> April 2009) who are given lifestyle advice in the preceding 12

PP002	months for smoking cessation, safe alcohol consumption and healthy diet
CON002	The percentage of women, on the register, prescribed an oral or patch contraception method in the preceding 12 months who have also received information from the contractor about long acting reversible methods of contraception in the preceding 12 months
SMOK001	The percentage of patients aged 15 or over whose roles record smoking status in the preceding 24 months.

**ANNEX A**

**BURNTWOOD HWC**

**MOBILISATION**











**ANNEX B**

**BURNTWOOD HWC LEASE**



## Heads of Terms for GP occupiers

1.0 **Initial information** The format of these Heads of Terms complies with the Code for Leasing Business Premises in England and Wales 2007.

Heads of Terms (iteration: DRAFT 1) Date: 31/03/2017

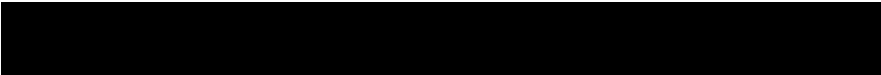
2.0 **Property address and demise details** Burntwood Health and Welbeing Centre  
High Street  
Chasetown  
Burntwood  
WS7 3XH  
Demise is as per plan attached

3.0 **Superior Landlord(s)** As per Headlease as amended

3.1 **Landlord** Name: NHS Property Services Limited  
Registered No.: 07888110  
Registered Office: 85 Gresham Street  
London  
EC2V 7NQ  
Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
Mobile:

3.2 **Tenant** Name: Burntwood Health and Welbeing Centre  
Registered No. (if applicable):  
Registered Office:  
Correspondence address: High Street  
Chasetown  
Burntwood  
WS7 3XH  
Contact name:  
E-mail:  
Telephone:  
Mobile:

4.0 Rent



Payment dates: Modern quarter days

Is VAT due at this site: No

1. The rent figure and other figures quoted in these HoTs are exclusive of VAT and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with these Heads of Terms where applicable.

2. Any irrecoverable VAT on rent and other lease sums will be charged in addition to the figures quoted.

3. NHS PS reserves the right to opt to tax the Property at any time.

Rent should also include any capital repayment agreements reached over property improvements. The total annual charge for this will be £27,460.

4.1	Rent free period (and other incentives)	None
5.0	Guarantor/ rent deposit	Rent deposit of £0 equivalent to 0 months rent
6.0	Type of lease	Sub Lease
6.1	Lease length and start date	Lease term commencement date: From the date of completion of legal docs
		Lease expiry date / lease term: To coincide with Headlease expiry less 3 days
6.2	Break clauses or renewal rights	<p>Tenant only break:</p> <p>On the occurrence of either the Tenant has received notice from the NHS Funder to terminate (whether immediately or otherwise) its Core Contract, or the Tenant has served notice on the NHS Funder to terminate the Core Contract, the Tenant can break the lease on the later of (i) five or two* months after the date the Tenant serves a written break notice on the Landlord, or (ii) the date the Core Contract held by the Tenant or (if different) the Contracted Practice they represent, determines.</p> <p>* Two months only for sole practitioners</p>
	Mutual break:	No mutual break rights

**Landlord break:**

A Landlord only break on no more than 14 days' notice in the event that the Tenant ceases to be a Contracted Practice, or the Tenant materially having ceased to provide Core Contract services for a consecutive period of two calendar months or more.

Landlord breaks in line with Headlease.

In the event that redevelopment of the Property is required, the Landlord can break the lease upon giving 6 months' notice.

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**6.3 1954 Act protection**

The Head Lease is to be excluded from sections 24-28 of the Landlord and Tenant Act 1954 (as amended).

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**7.0 Rights**

All standard rights absolutely necessary for the tenant's enjoyment of the Property – full details are confirmed in the standard form lease.

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**8.0 Rent reviews**

Is the rent subject to review?	Yes
Does the review mirror a head lease review?	Yes
Market or Index based review basis?	OMV Upwards Only

9.0 Assignment and subletting

Basis of Alienation	Permitted?	If Permitted, is it subject to CNUW?
Assignment of whole	Yes	No for other GPs within the Contracted Practice or another Contracted Practice Yes* for all other assignees.
Sub-Lease whole	No	n/a
Sub-Lease part	Yes	Yes**
Sub-sub-lease	No	n/a
Concession	No	n/a
Sharing	Yes***	No
Charging	No	n/a

CNUW = Consent Not to be Unreasonably Withheld.  
n/a = not applicable

\* Assignment subject to the requirement for an Authorised Guarantee Agreement.

\*\* Underletting is to be limited to a maximum of 2 lettable units and so long as the total proportion of the demise which is underlet to entities which are not a Public Authority, or entities whose rent is not reimbursed by NHS Funding, is no more than 10%.

\*\*\* Sharing subject to: no relationship of Landlord and Tenant created; the Sharer is an organisation or health personnel supporting the Tenant in delivering services falling within the Permitted Use, or is an NHS Body or Public Authority.

10.0	Services and service charge	Service charge payable in accordance with the % of space occupied by the tenant and in accordance with the Headlease.
11.0	Repairing obligations	The Tenant is to keep the premises in a good state of repair and condition of the demise including decoration in every fifth year (if appropriate), and in any event, in the last 3 months of the term in so far as the demise has not been decorated in the in the previous 12 months.

12.0 Alterations and Signage

Type of Alteration	Permitted?	If Permitted, is it subject to CNUW?
External structural	No	n/a
External non-structural	No	n/a
Internal structural	No	n/a
Internal non structural	Yes	Yes*
Services and Systems	Yes	Yes
Signage	Yes	Yes

\* The Tenant can erect demountable non- structural partitions without consent of the Landlord provided that the Tenant shall not carry out any such works until it has given the Landlord two copies of the plans and specification for the works.

13.0 Permitted use

Provision of health and social care and community services within or in connection with the NHS to members of the public and for associated purposes, provided that such use falls within Use Class D1.  
Retail and/or dispensing pharmacy is prohibited .

14.0 Insurance

Insurance premium (which may include cover for loss of rent) fully recoverable from the Tenant.

The Landlord may elect to insure the property under the NHS Litigation Authority Property Expenses Scheme.

15.0 Dilapidations & reinstatement

Full liability will remain with the tenant.

16.0 Rates and utilities

The Tenant is responsible for all Business Rates and utilities for the demise.

17.0 Legal and professional costs

Each party are to pay their own legal and professional costs.

18.0 Conditions

These Heads of Terms are subject to NHS Property Services delegated Board approval.

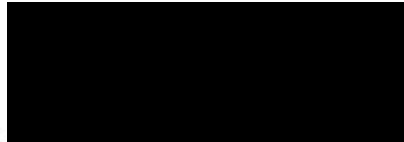
19.0 General

The Tenant will at the Landlord's request use the Landlord's Nominated Facilities Management Provider to perform selected or all repair, decoration, necessary statutory compliance and any such other services as may be agreed between the Landlord and Tenant, within the demise.

The Landlord will by agreement perform the repair, decoration, statutory compliance obligations of the Tenant in the Lease and provide such additional FM services to the Tenant's demise as agreed between the Landlord and Tenant. The Landlord is undertaking a continuing programme of FM rationalisation negotiating favourable terms with leading FM providers to improve the quality of FM service provision to its buildings and tenants whilst driving FM efficiencies. A member of our FM team will be in contact with you separately regarding the provision and documentation of FM services.

20.0 Landlord's solicitors

Name:  
Correspondence address:



Contact name:  
E-mail:  
Telephone: 0370 194 1000  
DX: 7828 Bristol  
Mobile:

20.1 Tenant's solicitors

Name:  
Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
DX:  
Mobile:

21.0 Timing and other matters

n/a

22.0 No contract

These Heads of Terms are subject to contract.

23.0 Landlord's agent(s):

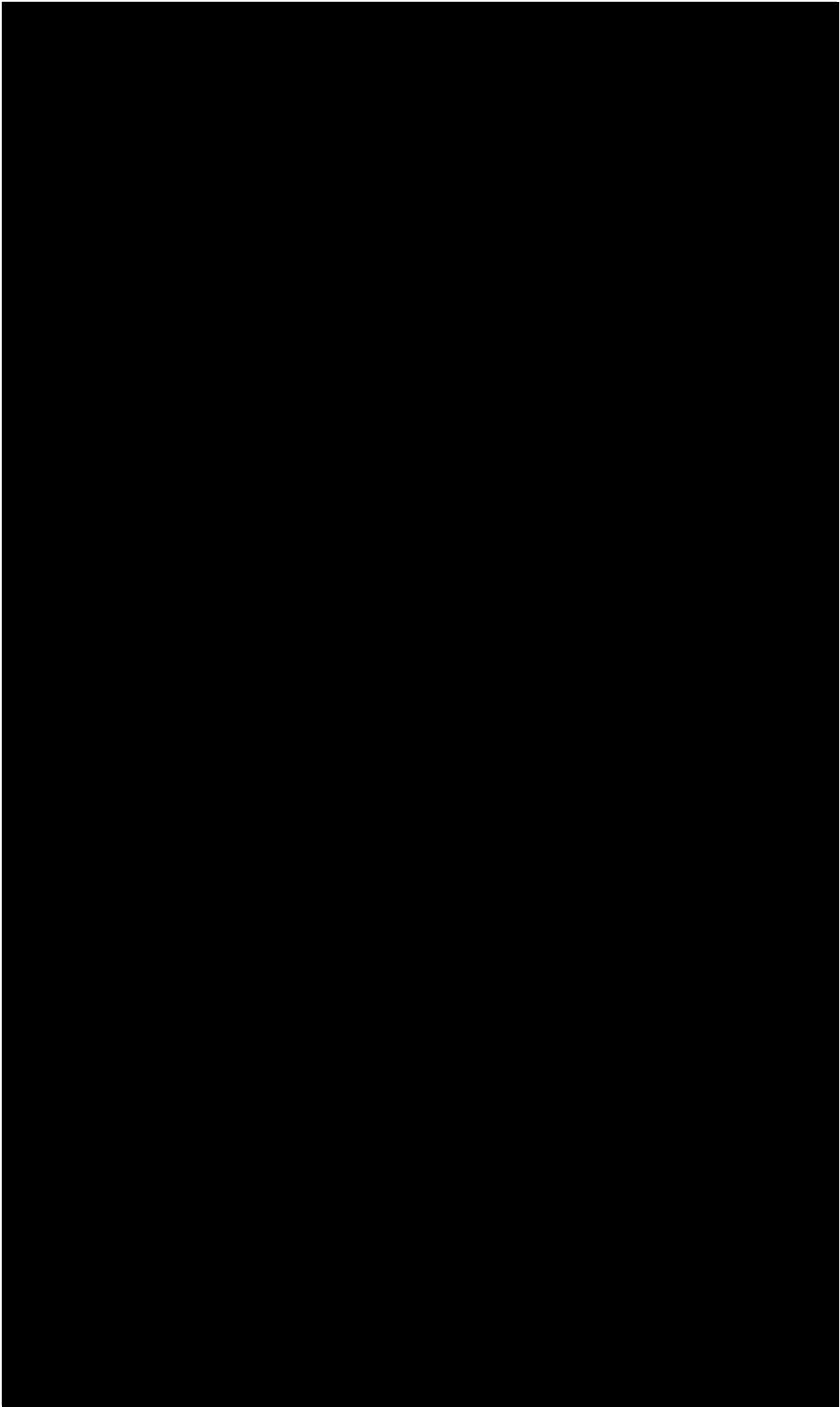
Name: N/A  
Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
Mobile:

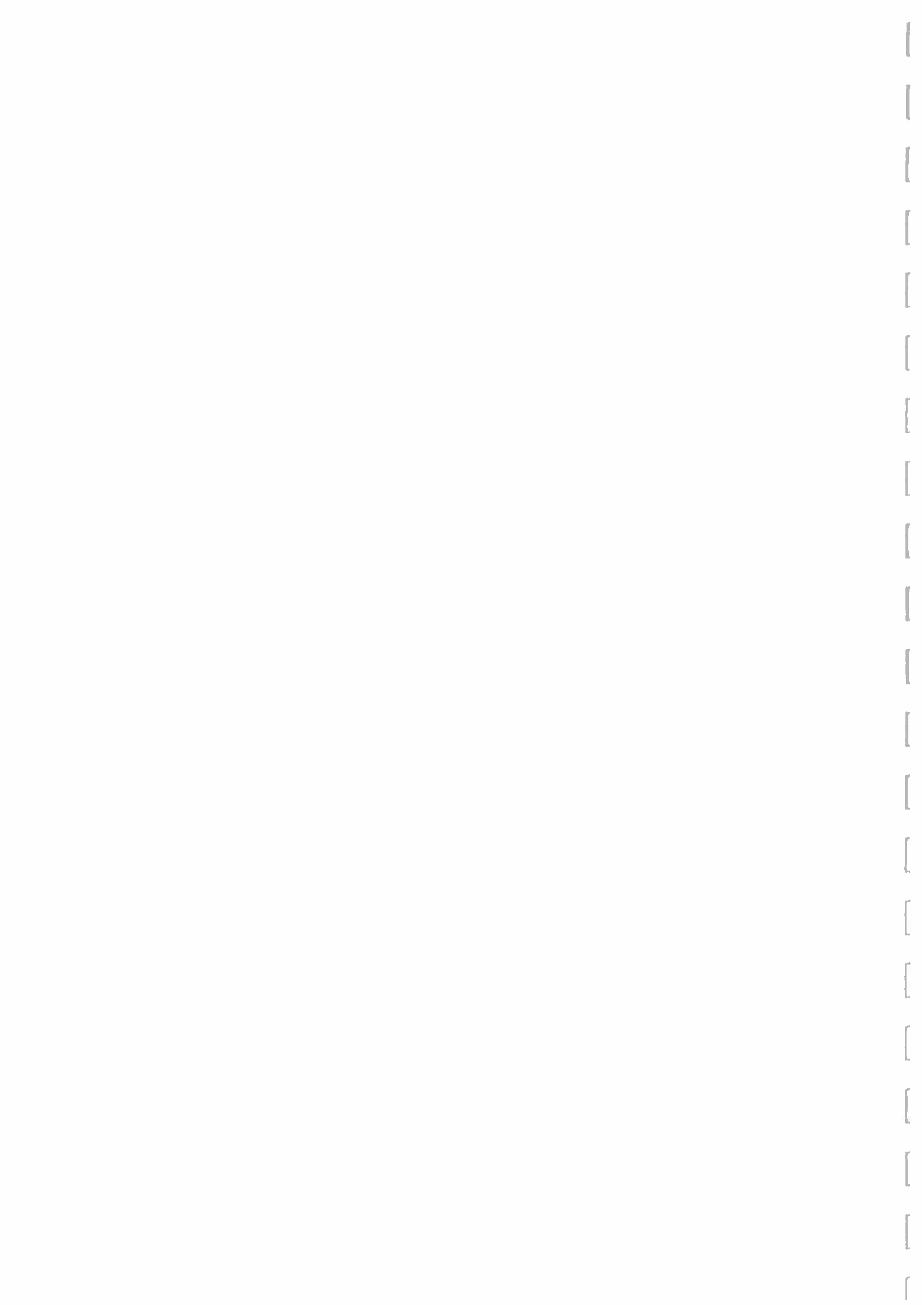
23.1 Tenant's agent(s):

Name:  
Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
Mobile:

**ANNEX C**  
**BURNTWOOD HWC**  
**ASSET LIST (PCs)**







**ANNEX D**

**TUPE INFORMATION**

**BURNTWOOD HWC**



## Rugeley APMS Procurement

TUPE -Transfer of Undertakings (Protection of Employment) Workforce Information - **Questions Relating to Applicability of TUPE**

### CONTRACT FOR THE PROVISION OF PRIMARY MEDICAL SERVICES - RUGELEY APMS

<b>Name of Provider:</b>	<b>NHSolutions</b>
<b>Name of Person Completing Form:</b>	[REDACTED]
<b>Contact Details:</b>	[REDACTED]

**Q.1. Please provide a brief description of how the service is currently provided and managed?**

Currently all salaried members are contracted to work specific hours on specific days of the week. This is to cover 8 am - 8 pm Sunday to Saturday each week. Cover for annual leave and sickness is managed by the Practice Manager. Locum GPs are sourced via Locum Agencies and individually to ensure full GP cover for the above stated hours.

**Q.2. Please provide a brief description regarding the manner in which staff and managers are deployed, including whether this service is run as a separate cost centre?**

All salaried staff are employed to work only at Burntwood Health and Well-being Centre.

**Q.3. Are there any discrete and autonomous staff service groups working wholly or mainly on the current contract?**

All salaried staff work wholly at Burntwood Health and well-being Centre for this contract.

**Q.4. TUPE would not normally apply to self-employed persons or sub-contractors. Please indicate whether any such persons are engaged in the provision of the service, briefly indicating their job tasks and the time spent on these tasks?**

We have 2 regular locum GPs, who are self-employed, 1 works 4 regular sessions per week and 1 works 6 regular sessions per week. This amounts to 10 sessions out of the 21 Sessions (per week) available at the practice.

**Q.5. Is it your organisation's view that TUPE may apply to the contract? Please provide clarification of your response.**

YES

**Q.6. In relation to any staff currently employed:**

**Q.6.1. Are there any Industrial injury or other claims outstanding?**

No

**Q.6.2. Are there any outstanding Industrial tribunal claims?**

No

**Q.6.3. Please provide details of any disciplinary or grievance issues outstanding, or regarding any staff on maternity leave or long-term sick leave, etc?**

There are no disciplinary or grievance issues outstanding, nor is there anyone on maternity leave or long-term sick leave.

**Q.7. Please state the period of notice to be given in the event of termination of employment by the employer?**

Practice Manager, GPs, Nurse Practitioner and Practice Nurse - 3 months notice,  
HCA, Practice Administrator, Receptionist/Administrators and Cleaners are 1 month notice

**Q.8. What is the pay frequency (e.g. weekly, monthly)?**

Monthly on the last working day of each month

