



**NHS England
Standard Alternative
Provider Medical Services
Contract
2017/2018**

NHS England INFORMATION READER BOX

Directorate

Medical
Nursing
Finance

Operations and Information
Trans. & Corp. Ops.

Specialised Commissioning
Commissioning Strategy

Publications Gateway Reference:

07585

Document Purpose

Guidance

Document Name

NHS England Alternative Personal Medical Services Agreement 2017/17

Author

NHS England

Publication Date

Jan 2018

Target Audience

CCG Accountable Officers, NHS England Regional Directors, NHS England Directors of Commissioning Operations, GPs

Additional Circulation List

Description

This document is a publication of a standard contract

Cross Reference

N/A

Superseded Docs (if applicable)

N/A

Action Required

Regions and contractors taking part should ensure they have read and understood the documents.

Timing / Deadlines (if applicable)

N/A

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Document Status

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NHS England Standard Alternative Provider Medical Services Contract 2017

Version number: 1

First published: January 2018

Prepared by: Bevan Brittan LLP on behalf of NHS England

Classification: Official

Gateway Reference Number: **07585**

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

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

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

Contents

1	Status of Contract.....	9
2	Commencement and Duration of the Contract.....	10
3	Services and Attendance on Patients	10
4	Quality Standards.....	12
5	Level of Skill	12
6	Premises and Equipment	13
7	Loaned Equipment.....	14
8	Telephone Services.....	14
9	Cost of Relevant Calls	15
10	Clinical Reports & Co-operation	16
11	Storage of Vaccines	18
12	Infection Control.....	19
13	Persons who shall perform the Services	19
14	Training	23
15	Appraisal and Assessment	25
16	Arrangements for GP Specialty Registrars.....	25
17	Notification Requirements in Respect of Specified Prescribers.....	26
18	Signing of Documents	28
19	Prescribing	29
20	Electronic Prescriptions	33
21	Nomination of Dispensers for the Purpose of Electronic Prescriptions	35
22	Repeatable Prescribing Services.....	37
23	Repeatable Prescriptions	38
24	Restrictions on Prescribing by Medical Practitioners	41
25	Restrictions on Prescribing by Supplementary Prescribers.....	43
26	Arrangements for Supplementary Prescribers.....	45
27	Conditions applying to Clause 26.....	45
28	Bulk Prescribing.....	48
29	Excessive Prescribing	49
30	Provision of Drugs, Medicines and Appliances for Immediate Treatment or Personal Administration	49

31	Patients	50
	<i>Persons to whom Services are to be provided</i>	<i>50</i>
	<i>Patient Registration Area</i>	<i>50</i>
	<i>List of Patients.....</i>	<i>51</i>
	<i>Application for inclusion in a List of Patients</i>	<i>51</i>
	<i>Temporary Residents.....</i>	<i>52</i>
	<i>Refusal of applications for inclusion in the List of Patients or for acceptance as a Temporary Resident.....</i>	<i>53</i>
	<i>Patient preference of practitioner</i>	<i>55</i>
	<i>Removals from the list at the request of the Patient.....</i>	<i>55</i>
	<i>Removals from the list at the request of the Contractor</i>	<i>56</i>
	<i>Removal of violent Patients from the list</i>	<i>58</i>
	<i>Removals from the list by the Commissioner</i>	<i>60</i>
	<i>Removals from list of patients who have moved</i>	<i>60</i>
	<i>Removal from the list of patients absent from the United Kingdom etc</i>	<i>62</i>
	<i>Removal from the List of Patients accepted elsewhere as Temporary Residents</i>	<i>62</i>
	<i>Removal from a list of pupils at a school etc</i>	<i>63</i>
	<i>Termination of responsibility for Patients not registered with the Contractor..</i>	<i>65</i>
	<i>Application for Closure of Lists of Patients.....</i>	<i>66</i>
	<i>Approval of Application to Close the Contractor's List of Patients.....</i>	<i>69</i>
	<i>Rejection of an Application to Close the Contractor's List of Patients.....</i>	<i>70</i>
	<i>Application for an Extension of a closure period</i>	<i>71</i>
	<i>Re-opening of List of Patients</i>	<i>74</i>
	<i>Assignment of patients to lists - open lists.....</i>	<i>74</i>
	<i>Assignment of patients to lists - closed lists</i>	<i>75</i>
	<i>Factors relevant to assignments</i>	<i>75</i>
	<i>Assignments to closed lists: determination of the Assessment Panel</i>	<i>76</i>
	<i>Assignments to closed lists: Dispute Resolution Procedure relating to determinations of the Assessment Panel</i>	<i>78</i>
	<i>Assignments to closed lists: assignments of patients by the Commissioner ..</i>	<i>79</i>
	<i>Patients aged 75 and over: Accountable GP.....</i>	<i>80</i>
	<i>Registered Patients from outside Patient Registration Area; variation of contractual terms.....</i>	<i>81</i>

NHS ENGLAND
Standard Alternative Provider Medical Services Contract 2017/18

	<i>Savings in respect of the Patient Choice Extension Scheme</i>	82
	<i>Newly registered patients – alcohol dependency screening</i>	82
	<i>Patients Living with Frailty</i>	85
	<i>Accountable GPs</i>	86
	<i>Inclusion in list of patients: armed forces personnel</i>	88
32	Patient Records	91
	<i>Summary Care Record</i>	94
	<i>Electronic transfer of patient records</i>	94
	<i>Clinical correspondence: requirement for NHS number</i>	95
	<i>Patient online services</i>	95
33	Confidentiality of Personal Data	98
34	Provision of Information to a Medical Officer Etc	98
34A	National Diabetes Audit	99
34B	Information relating to indicators no longer in the Quality and Outcomes Framework	100
34C	Information relating to alcohol related risk reduction and dementia diagnosis and treatment	100
34D	NHS Digital Workforce Censuses	101
34E	Information relating to overseas visitors	101
35	Provision of Information to the Commissioner	104
35A	<i>Friends and Family Test</i>	105
35B	Publication of earnings information	105
36	Practice Leaflet	107
37	Provision of Practice Information on the Internet	107
38	Inquiries about Prescriptions and Referrals	107
39	Financial Interests	108
40	Performance Management and Monitoring	109
41	Notifications to the Commissioner	110
42	Notification of Deaths	112
43	Entry and inspection by the Commissioner	113
44	Entry and Viewing by Local Healthwatch Organisations	113
45	Entry and Inspection by the Care Quality Commission	114
46	Counter Fraud and Security Management	114
47	Certificates	115

48	Payment under the Contract	117
49	Fees and Charges	117
50	Clinical Governance.....	122
51	Indemnity	122
52	Insurance	123
53	Complaints.....	125
54	Sub-contracting and Change of Control	125
55	Co-operation with Investigations.....	126
56	Warranties.....	127
57	Variation of the Contract	130
58	Termination by Agreement.....	131
59	Termination by the Contractor.....	131
60	Termination by the Commissioner for Provision of Untrue Etc Information	132
61	Other Grounds for Termination by the Commissioner	132
62	Termination by the Commissioner for a Serious Breach	137
63	Termination by the Commissioner: Remedial Notices and Breach Notices	138
64	Termination and the Dispute Resolution Procedure.....	140
65	Consequences of Termination.....	141
66	Dispute Resolution.....	143
67	Tupe, Re-tendering and Handover.....	143
68	Gifts	144
69	Compliance with Legislation and Guidance	145
70	Non-survival of Terms	147
71	Entire Contract	147
72	Governing Law and Jurisdiction.....	148
73	Waiver, Delay or Failure to Exercise Rights	148
74	Relationship between the Parties	148
75	Force Majeure.....	150
76	Severance	151
77	Service of Notice	151
78	Discrimination	152
79	Data Protection.....	153

NHS ENGLAND
Standard Alternative Provider Medical Services Contract 2017/18

80	Freedom of Information	154
81	Confidentiality	155
82	Bribery Act 2010	156
83	NHS Branding	160
84	Sponsorship	160
85	Administration	161
86	Intellectual Property.....	161
87	Counterparts.....	161
	Schedule 1 Definitions and Interpretation	163
	Schedule 2 Service Specification.....	201
	<i>Service Mobilisation / Transition Plan.....</i>	<i>236</i>
	<i>Annex 1 Patient Registration Area and Outer Boundary Area.....</i>	<i>237</i>
	Schedule 3 Practice Premises and Equipment	238
	<i>Part 1 Premises.....</i>	<i>238</i>
	<i>Part 2 Provisions relating to Loaned Equipment.....</i>	<i>239</i>
	<i>Annex 1 Loaned Equipment</i>	<i>243</i>
	Schedule 4 Finance	244
	Schedule 5 Complaints Procedure.....	248
	Schedule 6 Performance Management.....	254
	<i>Annex 1 Annual Report</i>	<i>255</i>
	Schedule 7 Administration	256
	Schedule 8 Particulars for Practice Leaflet	257
	Schedule 9 TUPE, Tendering and Handover	260
	Schedule 10 Dispute Resolution Procedure.....	261
	Schedule 11	266
	Quality and Outcomes Framework – Indicators no longer in the Quality and Outcomes Framework.....	266

PARTIES

(1) **The Commissioner**

(2) **The Contractor¹**

BACKGROUND:

- A. The Commissioner is a statutory body established pursuant to section 1H of the National Health Service Act 2006. It is the duty of the Commissioner to exercise its powers so as to provide or secure the provision of primary medical care services
- B. In order to achieve this objective the Commissioner is empowered under section 83 of the National Health Service Act 2006 to make such arrangements for the provision of primary medical care services as it thinks fit.
- C. The Commissioner is now entering into this Contract for the provision of the Services with the Contractor from and including the Commencement Date.

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

1 Status of Contract

- 1.1 The Contractor is not² a Health Service Body for the purposes of section 9 of the 2006 Act. Accordingly, the Contract is not³ an NHS Contract.⁴

¹ Insert details on P.169

² Amend according to pre-existing status of Contractor. There is no ability to opt to be a NHS body under this Contract.

³ Amend according to status of Contractor

⁴ This is a requirement of the APMS Directions

2 Commencement and Duration of the Contract

- 2.1 The Contract shall commence on the Commencement Date⁵.
- 2.2 Unless terminated earlier in accordance with Clauses 58 to 62 or other prior lawful termination and subject to Clause 2.3, the Contract will terminate on the Expiry Date⁶.
- 2.3 The Commissioner may, no later than nine (9) months⁷ prior to the Expiry Date, serve notice on the Contractor to extend the Contract by a maximum of five (5) years⁸, such extension commencing on the day after the Expiry Date.
- 2.4 Without prejudice to any other term of the Contract, the Commissioner may terminate the Contract at any time on nine (9) months⁹ notice.

3 Services and Attendance on Patients

- 3.1 The Commissioner appoints the Contractor to provide the Services in accordance with the Service Specification set out in Schedule 2 commencing on the Commencement Date and continuing for the duration of the Contract and in accordance with and subject to the provisions of the Contract.
- 3.2 The Contractor shall take reasonable steps to ensure that any Patient who has not previously made an appointment and attends at the Practice Premises during the Core Hours for Essential Services is provided with such services by an appropriate Health Care Professional during that period except where:

⁵ Insert details on P.169

⁶ Insert details on P.174

⁷ For local determination

⁸ For local determination

⁹ For local determination

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

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

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

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

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

3.3.3 some other place in the Patient Registration Area.

3.4 Nothing in this Clause 3 prevents the Contractor from:

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

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

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

3.5.1 meet the quality requirements set out in the document entitled "National Quality Standards in the Delivery of Out

of Hours Services" published on 20 July 2006 (or any subsequent successor publication);

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

4 Quality Standards

- 4.1 Without prejudice to the Contractor's obligations to meet all performance requirements under the Contract, the Contractor shall meet all NHS Requirements notified to it by the Commissioner and, in particular, the standards set out in Standards for Better Health (or any subsequent successor devised by the Care Quality Commission or otherwise).
- 4.2 The Contractor shall provide the Services in accordance with the Service Specification and to such standards as are more particularly described in the Service Specification set out in Schedule 2 and in accordance with all requirements of the Contract and its Schedules.
- 4.3 The Contractor shall participate, as the Commissioner may reasonably require, in any other locally agreed quality assurance schemes including (without limitation) significant event reporting.

5 Level of Skill

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

6 Premises and Equipment

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

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

- 6.2.1 suitable for the delivery of the Services; and
- 6.2.2 sufficient to meet the reasonable needs of the Contractor's patients.¹⁰

7 Loaned Equipment

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

8 Telephone Services

- 8.1 The Contractor shall not be a party to any contract or other arrangement under which the number for telephone services to be used by:
 - 8.1.1 Patients to contact the Practice for any purpose related to the Contract; or
 - 8.1.2 any other person to contact the Practice in relation to services provided as part of the health service,

starts with the digits 087, 090 or 091, 0844, or any other premium rate numbers, or consists of a personal number, unless the service is provided free to the caller.
- 8.2 In this Clause 8, "personal number" means a telephone number which starts with the number 070 followed by a further 8 digits, or 07 followed by a further 9 digits.

¹⁰ This is a requirement of the APMS Directions

9 Cost of Relevant Calls

9.1 The Contractor must not enter into, renew or extend a contract or other arrangement for telephone services unless, having regard to the arrangement as a whole, persons will not pay more to make calls to the Practice Premises than they would to make equivalent calls to a Geographical Number.

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

9.3 The Contractor must:

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

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

- (a) varying the terms of the contract or arrangement;
- (b) renegotiating the terms of the contract or arrangement; and
- (c) terminating the contract or arrangement.

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

asks to be called back, the Contractor will do so at the Contractor's expense.

10 Clinical Reports & Co-operation

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

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

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

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

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

10.3 Not used.

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

10.4.1 a particular Service; or

10.4.2 Out of Hours Services,

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

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

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

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

10.5.3 In the case of Out of Hours Services:

- (i) take reasonable steps to ensure that any Patient who contacts the Practice Premises during the Out of Hours Period is provided with information about how to obtain Services during that period,
- (ii) ensure that the clinical details of all out of hours consultations received from the out of hours provider are reviewed by a clinician within the Practice on the same Working Day as those details are received by the Practice or, exceptionally, on the next Working Day,
- (iii) ensure that any information requests received from the out of hours provider in respect of any out of hours consultations are responded to by a clinician within the practice on the same day as those requests are received by the Practice, or on the next Working Day,
- (iv) take all reasonable steps to comply with any systems which the out of hours provider has in place to ensure the rapid, secure and effective transmission of Patient data in respect of out of hours consultations, and

- (v) agree with the out of hours provider a system for the rapid, secure and effective transmission of information about Registered Patients who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the Out of Hours Period.

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

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

10.6.1 a particular Service; or

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

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

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

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

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

11 Storage of Vaccines

11.1 The Contractor shall ensure that:

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

12 Infection Control

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

13 Persons who shall perform the Services

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

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

- 13.2.1 included in the Medical Performers List and has provided documentary evidence of the same to the Contractor;
- 13.2.2 not suspended from that list or from the Medical Register; and
- 13.2.3 not subject to interim suspension under section 41A of the Medical Act 1983 (interim orders).

- 13.3 Clause 13.2.1 shall not apply in the case of:

- 13.3.1 a person who is provisionally registered under sections 15, 15A or 21 of the Medical Act 1983 acting in the course of

his employment in a resident medical capacity in an Approved Medical Practice;

13.3.2 a GP Specialty Registrar who has applied to the Commissioner to have his name included in its Medical Performers List until either the Commissioner notifies him of its decision on that application, or the end of a period of three (3) months, starting with the date on which that GP Specialty Registrar begins a postgraduate medical education and training scheme necessary for the award of a CCT; or

13.3.3 a medical practitioner, who:

13.3.3.1 is not a GP Specialty Registrar;

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

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

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

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

13.4 No Health Care Professional other than one to whom Clauses 13.2 and 13.3 apply shall perform clinical services under the Contract

unless he is registered with his relevant professional body and his registration is not currently suspended.

- 13.5 Where the registration of a Health Care Professional or, in the case of a medical practitioner, his inclusion in a Primary Care List is subject to conditions, the Contractor shall ensure compliance with those conditions insofar as they are relevant to the Contract.
- 13.6 No Health Care Professional shall perform any clinical services unless he has such clinical experience and training as are necessary to enable him properly to perform such services.
- 13.7 Before employing or engaging any person to assist it in the provision of the Services under the Contract, the Contractor shall take reasonable care to satisfy itself that the person in question is both suitably qualified, including meeting the requirements in Clauses 13.2 and 13.4 and competent to discharge the duties for which he is to be employed or engaged.
- 13.7A Where the prospective employee is a GP Specialty Registrar, Clause 13.2.1 shall apply but subject to the following modifications:
- 13.7A.1 The GP Specialty Registrar is treated as having provided documentary evidence of the GP Specialty Registrar's Application to the Commissioner for inclusion in the medical performers list; and
- 13.7A.2 confirmation that the GP Specialty Registrar's name appears on that list is not required until the end of the first two months of the GP Specialty Registrar's training period.
- 13.8 When considering the competence and suitability of any person for the purpose of Clause 13.7, the Contractor shall have regard, in particular, to:
- 13.8.1 that person's academic and vocational qualifications;

- 13.8.2 his education and training; and
 - 13.8.3 his previous employment or work experience.
- 13.9 The Contractor shall notify the Commissioner as soon as possible in the event that any Health Care Professional is:
- 13.9.1 referred to the relevant professional body for alleged misconduct; or
 - 13.9.2 removed from the Relevant Register.
- 13.10 The Contractor may use the Commissioner's commissioned occupational health service (at its own cost) in order to allow any staff or other persons employed or engaged by it, to undergo medical screening, immunisation or testing prior to their appointment or undertaking any work in connection with the Services.
- 13.11 The Contractor shall ensure (at its own cost) that all staff undergo reasonable medical screening, examination or tests if requested by the Commissioner at any time after their appointment and answer any question or supply any information pertaining to their health which the Commissioner may reasonably ask or require.
- 13.12 The Contractor will maintain detailed records of staff employed or engaged in providing the Services including details of names and place of duty and starting and finishing times, training performance and disciplinary action and any other information relating to the Contractor's obligations in this Clause 13 as may be reasonably required and these records will be available to the Commissioner on reasonable request.
- 13.13 The Contractor will employ or engage sufficient employees or persons to ensure that all of the Services are provided at all times and in all respects in complete conformity with the Service Specification. This will include, but not be limited to, the Contractor providing a sufficient reserve of trained and competent staff to provide the Services during staff holidays or absence due to contractual or statutory leave entitlements, sickness or voluntary absence.

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

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

14 Training

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

14.1.1 performing clinical services under the Contract; or

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

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

14.2 The Contractor shall afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that



employee's competence in addition to the Contractor's obligations as to training set out in the Service Specification.

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

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

- 14.4.1 the task or tasks that person has to perform;
- 14.4.2 all relevant provisions of the Contract and the Service Specification;
- 14.4.3 all relevant policies, rules, procedures and standards of the Commissioner (including any health and safety at work, harassment, discrimination and equal opportunities policies);
- 14.4.4 the need for those working in a health services environment to observe the highest standards of hygiene, customer care, courtesy and consideration;
- 14.4.5 the need to keep confidential all information howsoever acquired whether relating to the Trust and its business, or relating to patients, including but not limited to patient identity, clinical conditions and treatment;
- 14.4.6 the need to provide a suitably high standard of customer care through both initial and thereafter periodic training both in customer care and in communicating with and

supporting Patients to include responding to Patient feedback;

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

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

15 Appraisal and Assessment

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

16 Arrangements for GP Specialty Registrars

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

16.2 The conditions referred to in Clause 16.1 are that the Contractor shall not, by reason only of having employed or engaged a GP Specialty Registrar, reduce the total number of hours for which other medical practitioners perform primary medical services under the Contract or for which other staff assist them in the performance of those services.

16.3 Where the Contractor employs a GP Specialty Registrar, the Contractor must offer the GP Specialty Registrar terms of employment in accordance with such rates and subject to the conditions as are

approved by the Secretary of State concerning the grants, fees, travelling and other allowances payable to GP Specialty Registrars; and take into account the guidance contained in the document entitled "A Reference Guide to Postgraduate Specialty Training in the UK".

17 Notification Requirements in Respect of Specified Prescribers

17.1 Where:

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

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

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

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

17.2 Where:

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

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

17.2.3 the functions of a person who is specified in Clause 17.2.5 whom the Contractor employs or engages in its practice

are changed so that they no longer include prescribing in its practice; or

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

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

- 17.2.5 The specified persons are:

17.2.5.1 a Chiropodist or Podiatrist Independent Prescriber;

17.2.5.2 an Independent Nurse Prescriber;

17.2.5.3 a Pharmacist Independent Prescriber;

17.2.5.4 a Physiotherapist Independent Prescriber; and

17.2.5.5 a Supplementary Prescriber.

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

- 17.3.1 the person's full name;
- 17.3.2 his professional qualifications;
- 17.3.3 his identifying number which appears in the Relevant Register;
- 17.3.4 the date on which his entry in the Relevant Register was annotated to the effect that he was qualified to order drugs, medicines and Appliances for Patients; and
- 17.3.5 the date on which he was employed or engaged, if applicable, or the date on which one of his functions became to prescribe in its Practice.

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

- 17.4.1 the person's full name;
- 17.4.2 his identifying number which appears in the Relevant Register; and
- 17.4.3 the date on which he ceased to carry out prescribing functions.

18 Signing of Documents

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

- 18.1.1 the documents specified in Clause 18.2 include:
 - 18.1.1.1 the clinical profession of the Health Care Professional who signed the document; and
 - 18.1.1.2 the name of the Contractor on whose behalf it is signed; and

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

18.2 The documents referred to in Clause 18.1.1 are:

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

18.2.2 any other clinical documents, apart from:

18.2.2.1 Home Oxygen Order Forms; and

18.2.2.2 those documents specified in Clause 18.1.2.

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

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

19 Prescribing

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

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

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

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

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

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

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

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

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

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

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