

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

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

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

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

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

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

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

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

- 19.6.1 use only the Non-Electronic Prescription Form provided specially for the purposes of supply by instalments;
 - 19.6.2 specify the number of instalments to be dispensed and the interval between each instalment; and
 - 19.6.3 order only such quantity of the drug as will provide treatment for a period not exceeding fourteen (14) days.
- 19.7 The Non-Electronic Prescription Form provided specially for the purpose of supply by instalments shall not be used for any purpose other than ordering drugs in accordance with Clause 19.6.
- 19.8 In a case of urgency a Prescriber may request a Chemist to dispense a drug or medicine before a Prescription Form or Repeatable Prescription is issued or created, but only if:
- 19.8.1 that drug or medicine is not a Scheduled Drug;
 - 19.8.2 that drug is not a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedules 4 or 5 to the Misuse of Drugs Regulations 2001; and
 - 19.8.3 he undertakes to furnish the Chemist, within seventy two (72) hours, with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with Clause 19.5 or transmit to the Electronic Prescription Service within seventy-two (72) hours an electronic prescription.
- 19.9 In a case of urgency a Prescriber may request a Chemist to dispense an Appliance before a Prescription Form or Repeatable Prescription is issued or created, but only if:
- 19.9.1 that Appliance does not contain a Scheduled Drug or a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being

specified in Schedule 5 to the Misuse of Drugs Regulations 2001;

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

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

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

20 Electronic Prescriptions

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

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

20.1.2 the Patient to whom the prescription relates has:

- (i) nominated one or more Dispensers;
- (ii) confirmed that he intends to use that Dispenser (or one of them) for the purposes of obtaining the drugs, medicines or Appliances ordered on the Electronic Prescription in question; and
- (iii) consents to the use of an Electronic Prescription on the particular occasion; and

20.1.3 the prescription is not:

- (i) for a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001;
- (ii) for supply by instalments under Clause 19.6; or
- (iii) a bulk prescription issued for a school or institution under Clause 28.

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

- 20.3 In relation to a Patient who is a Child or an adult who lacks the capacity to nominate a dispenser, Clause 20.1.2 shall apply as if the reference to the Patient to whom the prescription relates included a reference to:
- 20.3.1 in the case of a Child, that Patient's parent or other person referred to in clause 31.11; or
 - 20.3.2 in the case of an adult, that Patient's relative or primary carer, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.
- 20.4 A Prescriber who orders drugs, medicines or Appliances by means of an Electronic Prescription shall:
- 20.4.1 in the case of an Electronic Repeatable Prescription, issue the Patient with a form provided by the Commissioner for the purpose of recording details of that Electronic Repeatable Prescription and linked to that Electronic Repeatable Prescription by a number contained in the form; and
 - 20.4.2 in the case of an Electronic Prescription Form, issue the Patient, if he so requests, with a written record of the prescription which has been created.

21 Nomination of Dispensers for the Purpose of Electronic Prescriptions

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

- 21.1.1 where he does not have a Nominated Dispenser, the Dispenser chosen by the Patient; and
- 21.1.2 where he does have a Nominated Dispenser:
 - 21.1.2.1 a replacement Dispenser; or
 - 21.1.2.2 a further Dispenser,chosen by that Patient.
- 21.2 Clause 21.1.2.2 shall not apply if the number of Nominated Dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.
- 21.3 An application made under Clause 21.1 may be made:
 - 21.3.1 on behalf of any Child:
 - 21.3.1.1 by either parent, or in the absence of both parents, the guardian or other adult who has care of the Child,
 - 21.3.1.2 by a person duly authorised by a local authority to whose care the Child has been committed under the Children Act 1989, or
 - 21.3.1.3 by a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of that Act; or
 - 21.3.2 on behalf of any adult who lacks the capacity to make such an application, or to authorise such an application to be made on their behalf, by a relative or primary carer of that person, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.
- 21.4 The Contractor:
 - (a) shall not seek to persuade a Patient to nominate a Dispenser

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

22 Repeatabe Prescribing Services

- 22.1 The Contractor may only provide Repeatabe Prescribing Services to any person on its List of Patients if it satisfies the conditions in Clause 22.2 and it serves notice on the Commissioner in accordance with the terms of Clauses 22.3 and 22.4.
- 22.2 The Conditions referred to in Clause 22.1 are:
- 22.2.1 the Contractor has access to computer systems and software which enable it to issue Non-Electronic Repeatabe Prescriptions and Batch Issues; and
- 22.2.2 the Practice Premises at which the Repeatabe Prescribing Services are to be provided are located in the local authority area in which there is also located the premises of at least one Chemist who has undertaken to provide, or has entered into an arrangement to provide, Repeat Dispensing Services.
- 22.3 The notification referred to in Clause 22.1 is a notification, in writing, by the Contractor to the Commissioner that it:
- 22.3.1 wishes to provide Repeatabe Prescribing Services;
- 22.3.2 intends to begin to provide those services from a specified date; and
- 22.3.3 satisfies the conditions in Clause 22.2.

- 22.4 The date specified by the Contractor pursuant to Clause 22.3.2 must be at least ten (10) days after the date on which the notification specified in Clause 22.1 is given.
- 22.5 Nothing in this clause requires a Contractor or Prescriber to provide Repeatable Prescribing Services to any person.
- 22.6 A Prescriber may only provide Repeatable Prescribing Services to a person on a particular occasion if:
- 22.6.1 that person has agreed to receive such services on that occasion; and
 - 22.6.2 the Prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.
- 22.7 The Contractor may not provide Repeatable Prescribing Services to any Patient of its whom any of the persons specified in Clause 22.8, is authorised or required by the Commissioner in accordance with arrangements made under section 126 (Arrangements for Pharmaceutical Services) and section 129 (Regulations as to Pharmaceutical Services) of the 2006 Act.
- 22.8 The persons referred to in Clause 22.7 are:
- 22.8.1 a medical practitioner who is a party to the Contract
 - 22.8.2 in the case of a Contract with a company, any medical practitioner who is both a legal and beneficial shareholder in that body; or
 - 22.8.3 any medical practitioner employed by the Contractor.

23 Repeatable Prescriptions

- 23.1 A Prescriber who issues a Non-Electronic Repeatable Prescription must at the same time issue the appropriate number of Batch Issues.
- 23.2 Where a Prescriber wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or Appliances ordered on a person's Repeatable Prescription it must:

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

23.3.1 notify the person; and

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

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

23.4 in the case of an Electronic Repeatable Prescription:

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

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

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

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

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

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

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

23.7 A Prescriber who has issued a Non-Electronic Repeatable Prescription in respect of a person must, as soon as practicable, make reasonable

efforts to notify the Chemist that that Repeatable Prescription should no longer be used to provide Repeat Dispensing Services to that person, if, before the expiry of that Repeatable Prescription:

- 23.7.1 he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or Appliances ordered on his Repeatable Prescription or no longer appropriate or safe for him to continue to receive Repeatable Prescribing Services;
- 23.7.2 he issues or creates a further Repeatable Prescription in respect of the person to replace the original Repeatable Prescription other than in the circumstances referred to in Clause 22.3 (for example, because the person wishes to obtain the drugs, medicines or Appliances from a different Chemist); or
- 23.7.3 it comes to his notice that that person has been removed from the List of Patients of the Contractor on whose behalf the prescription was issued.

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

24 Restrictions on Prescribing by Medical Practitioners

24.1 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a Listed Medicines Voucher, a Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being drugs, medicines or other substances which may not be ordered for

Patients in the provision of medical services under a general medical services contract but may, subject to Clause 49.1.1.2, prescribe such a drug, medicine or other substance for that Patient in the course of that treatment under a private arrangement.

24.2 In the course of treating a Patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a Listed Medicines Voucher, a Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes unless:

24.2.1 that Patient is a person of the specified description;

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

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

(i) the reference "SLS", or

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

but may, subject to Clause 49.1.1.2, prescribe such a drug, medicine or other substance for that Patient in the course of that treatment under a private arrangement.

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

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

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

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

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

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

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

25 Restrictions on Prescribing by Supplementary Prescribers

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

- 25.1.1 issue or create a prescription for a prescription only medicine;
 - 25.1.2 administer a prescription only medicine for parenteral administration; or
 - 25.1.3 give directions for the administration of a Prescription Only Medicine for parenteral administration,
- as a Supplementary Prescriber only under the conditions set out in Clause 25.2.

25.2 The conditions referred to in Clause 25.1 are that:

- 25.2.1 the person satisfies the applicable conditions set out in Regulation 215 of the Human Medicines Regulations 2012 (prescribing and administration by Supplementary Prescribers), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;
- 25.2.2 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under a general medical services contract;
- 25.2.3 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes unless:
 - 25.2.3.1 the Patient is a person of the specified description;
 - 25.2.3.2 the medicine is prescribed for that Patient only for the specified purposes; and

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

26 Arrangements for Supplementary Prescribers

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

27 Conditions applying to Clause 26

The conditions referred to in Clause 26 are that:

- 27.1 the Supplementary Prescriber acts in accordance with a clinical management plan which is in effect at the time he acts and which contains the following particulars:
- 27.1.1 the name of the Patient to whom the plan relates;
 - 27.1.2 the illness or conditions which may be treated by the Supplementary Prescriber;
 - 27.1.3 the date on which the plan is to take effect, and when it is to be reviewed by the medical practitioner or dentist who is a party to the plan;
 - 27.1.4 reference to the class or description of medicines or types of Appliances which may be prescribed or administered under the plan;

- 27.1.5 any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or Appliance which may be prescribed or administered under the plan;
- 27.1.6 relevant warnings about known sensitivities of the Patient to, or known difficulties of the Patient with, particular medicines or Appliances;
- 27.1.7 the arrangements for notification of:
 - 27.1.7.1 suspected or known adverse reactions to any medicine which may be prescribed or administered under the plan, and suspected or known adverse reactions to any other medicine taken at the same time as any medicine prescribed or administered under the plan; and
 - 27.1.7.2 incidents occurring with the Appliance which might lead, might have led or has led to the death or serious deterioration of state of health of the Patient; and
 - 27.1.7.3 the circumstances in which the Supplementary Prescriber should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan;
- 27.2 he has access to the health records of the Patient to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan;
- 27.3 if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a

drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under the Contract;

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

27.4.1 the Patient is a person of the specified description;

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

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

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

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

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

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

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

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

27.7.1 the Patient to whom the plan relates;

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

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

28 Bulk Prescribing

28.1 Where:

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

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

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

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

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

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

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

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

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

29 Excessive Prescribing

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

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

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

30.1 Subject to Clause 30.2, the Contractor:

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

30.1.2 may provide to a Patient any drug, medicine or Appliance, not being a Scheduled Drug, which a person employed or engaged by the Contractor personally administers or applies to that Patient,

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

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

31 Patients

Persons to whom Services are to be provided

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

31.1.1 Registered Patients;

31.1.2 Temporary Residents;

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

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

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

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

Patient Registration Area

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

31.3 Where a Patient:

31.3.1 moves into the Outer Boundary Area to reside; and

31.3.2 wishes to remain on the Contractor's List of Patients,

the Patient may remain on the List of Patients if the Contractor so agrees, notwithstanding that the Patient no longer resides in the Patient Registration Area.

31.4 Where a Patient remains on the Contractor's List of Patients as a consequence of Clause 31.3, the Parties shall treat the Outer Boundary Area as part of the Patient Registration Area for the

purposes of the application of any other terms and conditions of the Contract in respect of that Patient.

List of Patients

- 31.5 The Contractor's List of Patients is open.
- 31.6 Not used.
- 31.7 The Commissioner shall prepare and keep up to date a List of the Patients:
 - 31.7.1 who have been accepted by the Contractor for inclusion in its List of Patients under Clauses 31.8 to 31.12 and who have not subsequently been removed from that list under Clauses 31.23 to 31.58; and
 - 31.7.2 who have been assigned to the Contractor under Clauses 31.101, to 31.104 and whose assignment has not subsequently been rescinded.

Application for inclusion in a List of Patients

- 31.8 The Contractor may, if its List of Patients is open, accept an application for inclusion in its List of Patients made by or on behalf of any person, whether or not resident in the Patient Registration Area or included, at the time of that application, in the List of Patients of another Contractor or Contractor of primary medical services.
- 31.9 The Contractor may, if its List of Patients is closed, only accept an application for inclusion in its List of Patients from a person who is an Immediate Family Member of a Registered Patient whether or not resident in the Patient Registration Area or included, at the time of that application, in the List of Patients of another provider of primary medical services.
- 31.10 Subject to Clause 31.11, an application for inclusion in the Contractor's List of Patients shall be made by delivering to the Practice Premises a medical card or an application signed (in either case) by the applicant or person authorised by the applicant to sign on his behalf.

- 31.11 An application may be made:
- 31.11.1 on behalf of any Child:
 - 31.11.1.1 by either parent, or in the absence of both parents, the guardian or other adult who has care of the Child;
 - 31.11.1.2 by a person duly authorised by a local authority to whose care the Child has been committed under the Children Act 1989; or
 - 31.11.1.3 by a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of that Act; or
 - 31.11.2 on behalf of any adult who lacks the capacity to make such an application, or to authorise such an application to be made on their behalf, by a relative of that person, the primary carer of that person, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.
- 31.12 Where the Contractor has accepted an application for inclusion in its List of Patients, it shall:
- 31.12.1 notify the Patient (or, in the case of a Child or an adult who lacks capacity, the person who made the application on their behalf) of the Patient's right to express a preference to receive services from a particular performer or class of performer either generally or in relation to any particular condition; and
 - 31.12.2 record in writing any such preference expressed by or on behalf of the Patient.

Temporary Residents

31.13 The Contractor may, if its List of Patients is open, accept a person as a Temporary Resident provided it is satisfied that the person is:

31.13.1 temporarily resident away from his normal place of residence and is not being provided with Essential Services (or their equivalent) under any other arrangement in the locality where he is temporarily residing; or

31.13.2 moving from place to place and not for the time being resident in any place.

31.14 For the purposes of Clause 31.13, a person shall be regarded as temporarily resident in a place if, when he arrives in that place, he intends to stay there for more than twenty four (24) hours but not more than three (3) months.

31.15 Where the Contractor wishes to terminate its responsibility for a person accepted as a Temporary Resident before the end of three (3) months or such shorter period for which it had agreed to accept him as a Patient, the Contractor shall notify the Patient either orally or in writing and its responsibility for that person shall cease seven (7) days after the date on which the notification was given.

31.16 At the end of three (3) months, or on such earlier date as its responsibility for the Patient has come to an end, the Contractor shall notify the Commissioner in writing of any person whom it accepted as a Temporary Resident.

Refusal of applications for inclusion in the List of Patients or for acceptance as a Temporary Resident

31.17 The Contractor shall only refuse an application made under Clauses 31.8 to 31.16 if it has reasonable grounds for doing so which do not relate to the applicant's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical condition.

31.18 The reasonable grounds referred to in Clause 31.17 shall, in the case of applications made under Clauses 31.8 to 31.12 include the ground

that the applicant does not live in the Patient Registration Area, or lives in the Outer Boundary Area.

31.19 If the Contractor refuses an application made under Clauses 31.8 to 31.1.6, it shall, within fourteen (14) days of its decision, notify the applicant (or, in the case of a Child or an adult who lacks capacity, the person making the application on their behalf) in writing of the refusal and the reason for it.

31.20 The Contractor shall keep a written record of refusals of applications made under Clauses 31.8 to 31.12 and of the reasons for them and shall make this record available to the Commissioner on request.

Patient preference of practitioner

- 31.21 Where the Contractor has accepted an application for inclusion in its List of Patients, it shall:
- 31.21.1 notify the Patient (or, in the case of a Child or an adult who lacks capacity, the person making the application on their behalf) of the Patient's right to express a preference to receive services from a particular performer or class of performer either generally or in relation to any particular condition; and
 - 31.21.2 record in writing any such preference expressed by or on behalf of the Patient.
- 31.22 The Contractor must endeavour to comply with any reasonable preference expressed under Clause 31.21 but need not do so if the preferred performer:
- 31.22.1 has reasonable grounds for refusing to provide services to the person who expressed the preference; or
 - 31.22.2 does not routinely perform the service in question within the Contractor's practice.

Removals from the list at the request of the Patient

- 31.23 The Contractor shall notify the Commissioner in writing of any request for removal from its List of Patients received from a Registered Patient.
- 31.24 Where the Commissioner receives notification from the Contractor under Clause 31.23, or receives a request from the Patient to be removed from the Contractor's List of Patients, it shall remove that person from the Contractor's List of Patients.
- 31.25 A removal under Clause 31.24 shall take effect:

- 31.25.1 on the date on which the Commissioner receives notification of the registration of the person with another provider of Essential Services (or their equivalent); or
 - 31.25.2 fourteen (14) days after the date on which the notification or request made under Clauses 31.23 or 31.24 respectively is received by the Commissioner,
- whichever is the sooner.

31.26 The Commissioner shall, as soon as practicable, notify in writing:

- 31.26.1 subject to Clause 31.27, the Patient; and
- 31.26.2 the Contractor

that the Patient's name will be or has been removed from the Contractor's List of Patients on the date referred to in Clause 31.25.

31.27 In Clauses 31.26, 31.28.2, 31.35.1, 31.41, 31.42, 31.47 31.54 and 31.61 a reference to a request received from, or advice, information or notification required to be given to, a Patient shall include a request received from or advice, information or notification required to be given to:

- 31.27.1 in the case of a Patient who is a Child, a parent or other person referred to in Clause 31.11; or
- 31.27.2 in the case of an adult Patient who lacks the capacity to make the relevant request or receive the relevant advice, information or notification, a relative of that person, the Primary Carer of that person, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

Removals from the list at the request of the Contractor

31.28 Subject to Clauses 31.36 to 31.43, where the Contractor has reasonable grounds for wishing a Patient to be removed from its List of

Patients which do not relate to the applicant's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical condition, the Contractor shall:

- 31.28.1 notify the Commissioner in writing that it wishes to have the Patient removed; and
- 31.28.2 subject to Clause 31.29, notify the Patient in writing of its specific reasons for requesting removal.

31.29 Where the circumstances of the removal are such that it is not appropriate for a more specific reason to be given, and in the reasonable opinion of the Contractor, there has been a breakdown of trust between the Patient and the Contractor, the reason given under Clause 31.28 may consist of a statement that there has been an irrevocable breakdown in the relationship between the Patient and the Contractor.

31.30 Before the Contractor can request a removal in accordance with Clause 31.28, it shall, except where the reason for removal relates to a change of address, issue a warning to the Patient that he is at risk of removal unless:

- 31.30.1 it is not reasonably practicable for it to do so; or
- 31.30.2 it has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the Patient or would put at risk the safety of the Contractor, or other persons.

31.31 The Contractor shall record in writing the date of any warning given in accordance with Clause 31.30 or the reason why no such warning was given.

31.32 The Contractor shall keep a written record of removals under Clause 31.28 which shall include the reason for removal given to the Patient, the circumstances of the removal and in cases where Clause 31.29 applies, the grounds for a more specific reason not being appropriate,

and the Contractor shall make this record available to the Commissioner on request.

31.33 A removal requested in accordance with Clause 31.28 shall, subject to Clause 31.34, take effect from the date on which the person is registered with another provider of Essential Services (or their equivalent), or the eighth day after the Commissioner receives the notice, whichever is the sooner.

31.34 Where, on the date on which the removal would take effect under Clause 31.33, the Contractor is treating the Patient at intervals of less than seven (7) days, the Contractor shall inform the Commissioner in writing of that fact and the removal shall take effect on the eighth (8th) day after the Commissioner receives notification from the Contractor that the person no longer needs such treatment, or on the date on which the Board receives notification that the person is registered with another provider of Essential Services (or their equivalent), whichever is the sooner.

31.35 The Commissioner shall notify in writing:

31.35.1 subject to Clause 31.28, the Patient; and

31.35.2 the Contractor,

that the Patient's name has been or will be removed from the Contractor's List of Patients on the date referred to in Clause 31.33 or 31.34.

Removal of violent Patients from the list

31.36 Where the Contractor wishes a Patient to be removed from its List of Patients with immediate effect on the grounds that:

31.36.1 the Patient has committed an act of violence against any of the persons specified in Clause 31.37 or behaved in such a way that any such person has feared for his safety; and

31.36.2 it has reported the incident to the police,

the Contractor shall notify the Commissioner in accordance with Clause 31.37.

31.37 The persons referred to in Clause 31.36 are:

31.37.1 a medical practitioner;

31.37.2 in the case of a Contract with a partnership, any partner in that partnership;

31.37.3 in the case of a Contract with a company, any legal and beneficial owner of shares in that company;

31.37.4 any member of the Contractor's staff;

31.37.5 any person employed or engaged by the Contractor to perform or assist in the performance of Services under the Contract; or

31.37.6 any other person present on the Practice Premises or in the place where the attendance of the medical practitioner or other Health Care Professional occurs.

31.38 Notification under Clause 31.36 may be given by any means including telephone or fax but if not given in writing such notification shall subsequently be confirmed in writing within seven (7) days (and for this purpose a faxed notification is not a written one).

31.39 The Commissioner shall acknowledge in writing receipt of a request from the Contractor under Clause 31.36.

31.40 A removal requested in accordance with Clause 31.36 shall take effect at the time the Contractor makes the telephone call to the Commissioner, or sends or delivers the notification to the Commissioner.

31.41 Where, pursuant to Clauses 31.36 to 31.40, the Contractor has notified the Commissioner that it wishes to have a Patient removed from its List of Patients with immediate effect, it shall, subject to Clause 31.41, inform the Patient concerned unless:

- 31.41.1 it is not reasonably practicable for it to do so; or
- 31.41.2 it has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the Patient or would put at risk the safety of the Contractor or other persons.

31.42 Where the Commissioner has removed a Patient from the Contractor's List of Patients in accordance with Clause 31.40 it shall, subject to Clause 31.37, give written notice of the removal to that Patient.

31.43 Where a Patient is removed from the Contractor's List of Patients in accordance with Clauses 31.36 to 31.42, the Contractor shall record in the Patient's medical records that the Patient has been removed under this Clause and the circumstances leading to his removal.

Removals from the list by the Commissioner

31.44 The Commissioner must remove a Patient from the Contractor's List of Patients if that Patient has subsequently been registered with another provider of Essential Services (or their equivalent) within England, or it has received notice from a Health Board, a Local Health Board or a Health and Social Services Board that the Patient has subsequently been registered with a provider of Essential Services (or their equivalent) outside England.

31.45 A removal in accordance with Clause 31.44 shall take effect on the date on which notification of acceptance by the new provider was received or with the consent of the Commissioner, on such other date as has been agreed between the Contractor and the new provider.

31.46 The Commissioner shall notify the Contractor in writing of persons removed from its List of Patients under Clause 31.44.

Removals from list of patients who have moved

31.47 Subject to Clause 31.48, where the Commissioner is satisfied that a person on the Contractor's List of Patients no longer resides in the

Patient Registration Area, the Commissioner shall, subject to Clause 31.37:

- 31.47.1 inform that Patient and the Contractor that the Contractor is no longer obliged to visit and treat the Patient;
- 31.47.2 advise the Patient either to obtain the Contractor's agreement to the continued inclusion of the Patient on its List of Patients or to apply for registration with another provider of Essential Services (or their equivalent); and
- 31.47.3 inform the Patient that if, after the expiration of thirty (30) days from the date of the letter of advice referred to in Clause 31.47.2, he has not acted in accordance with the advice and informed it accordingly, the Commissioner will remove him from the Contractor's List of Patients.

31.48 If, at the expiration of the period of thirty (30) days referred to in Clause 31.47.3, the Commissioner has not been notified of the action taken, it shall remove the Patient from the Contractor's List of Patients and, subject to Clause 31.37, inform him and the Contractor accordingly.

31.49 Where the address of a Patient who is on the Contractor's List of Patients is no longer known to the Commissioner, the Commissioner shall:

- 31.49.1 give to the Contractor notice in writing that it intends, at the end of the period of six (6) months commencing with the date of the notice, to remove the Patient from the Contractor's List of Patients; and
- 31.49.2 at the end of that period, remove the Patient from the Contractor's List of Patients unless, within that period, the Contractor satisfies the Commissioner that it is still responsible for providing Essential Services to that Patient.

Removal from the list of patients absent from the United Kingdom etc.

31.50 The Commissioner shall remove a Patient from the Contractor's List of Patients where it receives notification that that Patient:

31.50.1 intends to be away from the United Kingdom for a period of at least three (3) months;

31.50.2 is in Armed Forces of the Crown (except in the case of a patient to whom clauses 31.142 to 31.146 apply);

31.50.3 is serving a prison sentence of more than two (2) years or sentences totalling in the aggregate more than that period;

31.50.4 has been absent from the United Kingdom for a period of more than three (3) months; or

31.50.5 has died.

31.51 A removal in accordance with Clause 31.50 shall take effect:

31.51.1 in the cases referred to in Clauses 31.50.1 to 31.50.3 from the date of the departure, enlistment or imprisonment or the date on which the Commissioner first receives notification of the departure, enlistment or imprisonment whichever is the later;

31.51.2 in the cases referred to in Clauses 31.50.4 and 31.50.5 from the date on which the Commissioner first receives notification of the absence or death.

31.52 The Commissioner shall notify the Contractor in writing of Patients removed from its List of Patients under Clause 31.50.

Removal from the List of Patients accepted elsewhere as Temporary Residents

31.53 The Commissioner shall remove from the Contractor's List of Patients a Patient who has been accepted as a Temporary Resident by another

Contractor or other provider of Essential Services (or their equivalent) where it is satisfied, after due inquiry:

- 31.53.1 that the Patient's stay in the place of temporary residence has exceeded three (3) months; and
- 31.53.2 that the Patient has not returned to his normal place of residence or any other place within the Patient Registration Area.

31.54 The Commissioner shall notify the Contractor and, subject to Clause 31.27, where practicable, the Patient, of a removal under Clause 31.53.

31.55 A notification to the Patient under Clause 31.54 shall inform him of:

- 31.55.1 his entitlement to make arrangements for the provision to him of Essential Services (or their equivalent), including by the Contractor by whom he has been treated as a Temporary Resident; and
- 31.55.2 the name, postal and email address of the Commissioner.

Removal from a list of pupils at a school etc.

31.56 Where the Contractor provides Essential Services under the Contract to pupils at, or staff of, a school, the Commissioner shall remove from the Contractor's List of Patients any such patients who do not appear on particulars of persons who are pupils at, or staff of, that school provided by that school.

31.57 Where the Commissioner has made a request to a school to provide the particulars mentioned in Clause 31.56 and has not received them, it shall consult the Contractor as to whether it should remove from its List of Patients any persons appearing on that list as pupils at, or staff of, that school.

31.58 The Commissioner shall notify the Contractor in writing of Patients removed from its List of Patients under Clause 31.56



Termination of responsibility for Patients not registered with the Contractor

- 31.59 Where the Contractor:
- 31.59.1 has received an application for the provision of medical services other than Essential Services:
- 31.59.1.1 from a person who is not included in the Contractor's List of Patients;
- 31.59.1.2 from a person whom it has not accepted as a Temporary Resident; or
- 31.59.1.3 on behalf of a person mentioned in Clauses 31.59.1.1 and 31.59.1.2, from one of the persons specified in Clause 31.11; and
- 31.59.2 has accepted that person as a Patient for the provision of the Service in question, its responsibility for that Patient shall be terminated in the circumstances referred to in Clause 31.60.
- 31.60 The circumstances referred to in Clause 31.59 are:
- 31.60.1 the Patient informing the Contractor that he no longer wishes it to be responsible for provision of the service in question;
- 31.60.2 in cases where the Contractor has reasonable grounds for terminating its responsibility which do not relate to the person's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical condition, the Contractor informing the Patient that it no longer wishes to be responsible for providing him with the service in question; or
- 31.60.3 it coming to the notice of the Contractor that the Patient:

- 31.60.3.1 no longer resides in the Patient Registration Area for which the Contractor has agreed to provide the service; or
 - 31.60.3.2 is no longer included in the List of Patients of the other contractor to whose Registered Patients the Contractor has agreed to provide the service in question.
- 31.61 If the Contractor wishes to terminate its responsibility for a patient under Clause 31.60.2, it shall notify the Patient of the termination and the reason for it.
- 31.62 The Contractor shall keep a written record of terminations under Clause 31.59 to 31.61 and of the reasons for them and shall make this record available to the Commissioner on request.
- 31.63 A termination under Clause 31.60.2 shall take effect:
 - 31.63.1 from the date on which the notice is given where the grounds for termination are those specified in Clause 31.36; or
 - 31.63.2 in all other cases, fourteen (14) days from the date on which the notice is given.

Application for Closure of Lists of Patients

- 31.64 Where the Contractor which wishes to close its List of Patients, it must send a written application (the "Application") to close its list to the Commissioner. The Application must include the following details:
 - 31.64.1 the options which the Contractor has considered, rejected or implemented in an attempt to relieve the difficulties which the Contractor has encountered in respect of its Open List of Patients and, if any of the options were implemented, the level of success in reducing or extinguishing such difficulties;

- 31.64.2 any discussions between the Contractor and its Patients and a summary of those discussions including whether in the opinion of those Patients the List of Patients should or should not be closed;
 - 31.64.3 any discussions between the Contractor and other providers in the Patient Registration Area and a summary of the opinion of the other providers as to whether the List of Patients should or should not be closed;
 - 31.64.4 the period of time during which the Contractor wishes its List of Patients to be closed and that period must not be less than three (3) months and not more than 12 months;
 - 31.64.5 any reasonable support from the Commissioner which the Contractor considers would enable its List of Patients to remain Open or would enable the period of proposed closure to be minimised;
 - 31.64.6 any plans the Contractor may have to alleviate the difficulties mentioned in that Application during the period the List of Patients may be closed in order for that list to re-open at the end of the proposed closure period without the existence of those difficulties; and
 - 31.64.7 any other information which the Contractor considers ought to be drawn to attention of the Commissioner.
- 31.65 The Commissioner must acknowledge receipt of the Application within a period of seven (7) days starting on the date the Application was received by the Commissioner.
- 31.66 The Commissioner must consider the Application and may request such other information from the Contractor which it requires to enable it to consider the Application.
- 31.67 The Commissioner must enter into discussions with the Contractor concerning:

- 31.67.1 the support which the Commissioner may give the Contractor; or
 - 31.67.2 changes which the Commissioner or Contractor may make, to enable the Contractor to keep its List of Patients Open.
- 31.68 The Commissioner and the Contractor must, throughout the discussions referred to in Clause 31.67, use its reasonable endeavours to achieve the aim of keeping the Contractor's List of Patients Open.
- 31.69 The Commissioner or the Contractor may, at any stage during the discussions, invite the Local Medical Committee for the area in which the Contractor provides Services under the Contract to attend any meetings arranged between the Commissioner and the Contractor to discuss the Application.
- 31.70 The Commissioner may consult such persons as it appears to the Commissioner as may be affected by the closure of the Contractor's List of Patients, and if it does so, the Commissioner must provide to the Contractor a summary of the views expressed by those consulted in respect of the Application.
- 31.71 The Commissioner must enable the Contractor to consider and comment on all the information before the Commissioner makes a decision in respect of the Application.
- 31.72 The Contractor may withdraw its Application at any time before the Commissioner makes a decision in respect of that Application.
- 31.73 Within a period of 21 days starting on the date of receipt of the Application (or within such longer period as the Parties may agree), the Commissioner must make a decision:
- 31.73.1 to approve the Application and determine the date the closure is to take effect and the date the List of Patients is to re-open; or
 - 31.73.2 to reject the Application.

31.74 The Commissioner must notify the Contractor of its decision to approve the Application in accordance with Clauses 31.75 to 31.76, or in the case where the Application is rejected, in accordance with Clauses 31.82 to 31.84.

31.74.1 The Contractor must not submit more than one application to close its List of Patients in any period of 12 months starting on the date on which the Commissioner makes its decision on the Application unless:

31.74.1.1 Clauses 31.82 to 31.84 apply; or

31.74.1.2 there has been a change in circumstances of the Contractor which affects its ability to deliver the Services under the Contract.

Approval of Application to Close the Contractor's List of Patients

31.75 Where the Commissioner approves the application to close the Contractor's List of Patients, it must--

31.75.1 notify the Contractor of its decision in writing as soon as possible and the notification (the "Closure Notice") must include the details referred to in Clause 31.76; and

31.75.2 at the same time as it notifies the Contractor, send a copy of the Closure Notice to the Local Medical Committee for the area in which the Contractor provides Services under the Contract and to any person it consulted in accordance with Clause 31.70.

31.76 The Closure Notice must include:

31.76.1 the period of time for which the Contractor's List of Patients will be closed which must be:

31.76.1.1 the period specified in the application to close the List of Patients; or

- 31.76.1.2 in the case where the Commissioner and the Contractor have agreed in writing a different period, that different period, and in either case, the period must be not less than three (3) months and not more than 12 months;
- 31.76.2 the date from which the closure of the List of Patients is to take effect; and
- 31.76.3 the date from which the List of Patients is to re-open.
- 31.77 Subject to Clause 31.100, the Contractor must close its List of Patients with effect from the date the closure of the List of Patients is to take effect and the List of Patients must remain closed for the duration of the closure period as specified in the Closure Notice.
- 31.78 Not used
- 31.79 Not used
- 31.80 Not used
- 31.81 Not used

Rejection of an Application to Close the Contractor's List of Patients

- 31.82 Where the Commissioner rejects an application to close the Contractor's List of Patients it must--
 - 31.82.1 notify the Contractor of its decision in writing as soon as possible and the notification must include the reasons for the rejection of the application; and
 - 31.82.2 at the same time as it notifies the Contractor, send a copy of the notification to the Local Medical Committee for the area in which the Contractor provides Services under the Contract and to any person it consulted in accordance with Clause 31.70.

- 31.83 Subject to Clause 31.84, if the Commissioner makes a decision to reject the Contractor's application to close its List of Patients, the Contractor must not make a further application until--
- 31.83.1 the end of the period of three (3) months, starting on the date of the decision of the Commissioner to reject; or
- 31.83.2 the end of the period of three (3) months, starting on the date of the final determination in respect of a dispute arising from the decision to reject the application made pursuant to the Dispute Resolution Procedure,
- whichever is the later.

31.84 The Contractor may make a further application to close its List of Patients where there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.

31.85 Not used

31.86 Not used

31.87 Not used

Application for an Extension of a closure period

31.88 The Contractor may apply to extend a closure period by sending a written application to extend the closure period no later than eight (8) weeks before the date that period is due to expire.

31.89 The application to extend the closure period must include:

- 31.89.1 details of the options the Contractor has considered, rejected or implemented in an attempt to relieve the difficulties which have been encountered during the closure period or which may be encountered when the closure period expires;

- 31.89.2 the period of time during which the Contractor wishes its List of Patients to remain closed, which extended period of desired closure must not be more than 12 months;
 - 31.89.3 details of any reasonable support from the Commissioner which the Contractor considers would enable its List of Patients to re-open or would enable the proposed extension of the closure period to be minimised;
 - 31.89.4 details of any plans the Contractor may have to alleviate the difficulties mentioned in the application to extend the closure period in order for the List of Patients to re-open at the end of the proposed extension of the closure period without the existence of those difficulties; and
 - 31.89.5 any other information which the Contractor considers ought to be drawn to the attention of the Commissioner.
- 31.90 The Commissioner must acknowledge receipt of the application for an extension of the closure period within a period of seven (7) days starting on the date the application was received by the Commissioner.
- 31.91 The Commissioner must consider the application for an extension of the closure period and may request such other information from the Contractor which it requires to enable it to consider that application.
- 31.92 The Commissioner may enter into discussions with the Contractor concerning--
- 31.92.1 the support which the Commissioner may give the Contractor; or
 - 31.92.2 changes which the Commissioner or Contractor may make to enable the Contractor to re-open its List of Patients.
- 31.93 Within a period of 14 days starting on the date of receipt of the application to extend the closure period (or within such longer period as the parties may agree), the Commissioner must make a decision as

to whether to approve or reject the application to extend the closure period.

31.94 The Commissioner must notify the Contractor of its decision to approve or reject the application to extend the closure period as soon as possible after making its decision.

31.95 Where the Commissioner approves the application to extend the closure period, it must--

31.95.1 notify the Contractor of its decision in writing and the notification (the "Extended Closure Notice") shall include the details referred to in Clause 31.96; and

31.95.2 at the same time as it notifies the Contractor, send a copy of the Extended Closure Notice to the Local Medical Committee for the area in which the Contractor provides the Services under the Contract and to any person it consulted in accordance with Clause 31.70.

31.96 The Extended Closure Notice must include:

31.96.1 the period of time for which the Contractor's List of Patients will remain closed which must be--

31.96.1.1 the period specified in the application to extend the closure period; or

31.96.1.2 in the case where the Commissioner and the Contractor have agreed in writing a different period to the period specified in the application to extend the closure period, the period which is agreed,

and in either case, the period (the "**Extended Closure Period**"), must not be less than three (3) months and not more than 12 months;

31.96.2 the date from which the Extended Closure Period is to take effect; and

- 31.96.3 the date on which the List of Patients is to re-open.
- 31.97 Where the Commissioner rejects an application to extend the closure period it must:
- 31.97.1 notify the Contractor of its decision in writing and the notification must include the reasons for the rejection of the application; and
- 31.97.2 at the same time as it notifies the Contractor, send a copy of the notification to the Local Medical Committee for the area in which the Contractor provides the Services under the Contract.
- 31.98 Where an application for an extension of the closure period is made in accordance with Clauses 31.88 and 31.89, the List of Patients will remain closed pending:
- 31.99 the determination by the Commissioner of the application for an extension of the closure period; or
- 31.99.1 the Contractor ceasing to pursue any dispute arising from the application for an extension of the closure period pursuant to the NHS Dispute Resolution Procedure (or any court proceedings),
- whichever is the later.

Re-opening of List of Patients

- 31.100 The Contractor may re-open its List of Patients if, before the expiry of the closure period, the Commissioner and the Contractor agree that the Contractor should re-open its List of Patients.

Assignment of patients to lists - open lists

- 31.101 The Commissioner may, subject to Clause 31.105, assign a new Patient to the Contractor whose List of Patients is open.
- 31.102 In this clause, and in Clauses 31.103 and 31.104 and Clauses 31.106 to 31.120, a "new" Patient means a person who:

- 31.102.1 not used;
- 31.102.2 has been refused inclusion in a List of Patients, or has not been accepted as a Temporary Resident by a provider; and
- 31.102.3 wishes to be included in the List of Patients of the Contractor.

Assignment of patients to lists - closed lists

- 31.103 The Commissioner may not assign a Patient to the Contractor where it has closed its List of Patients except in the circumstances specified in Clause 31.104.
- 31.104 The Commissioner may, subject to Clause 31.105, assign a new patient to the Contractor when it has closed its List of Patients if:
 - 31.104.1 the Assessment Panel has determined under the applicable provision of Schedule 5 of the PMS Agreements Regulations that patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of the Secretary of State or (where applicable) by a court; and
 - 31.104.2 the Commissioner has entered into discussions with the Contractor regarding the assignment of a patient if such discussions are required under Clauses 31.118 to 31.120.

Factors relevant to assignments

- 31.105 In making an assignment to the Contractor under Clauses 31.101 to 31.104, the Commissioner shall have regard to:
 - 31.105.1 the wishes and circumstances of the Patient to be assigned;
 - 31.105.2 the distance between the Patient's place of residence and the Practice Premises;

- 31.105.3 any request made by the Contractor to remove the Patient from its List of Patients within the preceding period of six (6) months starting on the date on which the application for assignment is received by the Commissioner;
- 31.105.4 whether, during the six (6) months ending on the date on which the application for assignment is received by the Commissioner, the Patient's name has been removed from the List of Patients on the grounds referred to in:
- 31.105.4.1 Clauses 31.28 to 31.35 (Removals from the List at the request of the Contractor);
 - 31.105.4.2 Clauses 31.36 to 31.43 (Removal of Violent Patients from the List of Patients); or
 - 31.105.4.3 the equivalent provision in relation to arrangements made under section 83(2) of the 2006 Act, or under a contract made in accordance with the GMS Contracts Regulations;
- 31.105.5 in a case in which Clause 31.105.4.2 applies (or the equivalent provisions as mentioned in Clause 31.105.4.3 apply) whether the Contractor has appropriate facilities to deal with such Patients; and
- 31.105.6 such other matters as the Commissioner considers to be relevant.

Assignments to closed lists: determination of the Assessment Panel

- 31.106 If the Commissioner wishes to assign new patients to providers who have closed their list of patients (including the Contractor), it must prepare a proposal to be considered by the Assessment Panel.
- 31.107 The Commissioner must notify in writing:

- 31.107.1 providers (including the Contractor) who provide primary medical services under arrangements made under section 83(2) of the 2006 Act or under a Contract made in accordance with the GMS Contracts Regulations 2004, which:
- 31.107.1.1 have closed their list of patients; and
 - 31.107.1.2 may, in the opinion of the Commissioner, be affected by the determination of the Assessment Panel; and
- 31.107.2 the Local Medical Committee (if any) for the area in which the providers (including the Contractor) referred to in clause 31.107.1 provide Essential Services (or their equivalent), that it has referred the matter to the Assessment Panel.
- 31.108 The Commissioner must ensure that the Assessment Panel is appointed to consider and determine its proposal made under Clause 31.106, and the composition of the Assessment Panel shall be as described in Clause 31.109.
- 31.109 The members of the Assessment Panel must be:
- 31.109.1 a member of the Commissioner who is a director;
 - 31.109.2 a patient representative who is a member of the Local Health and Wellbeing Commissioner or Local Healthwatch organisation; and
 - 31.109.3 a member of a Local Medical Committee but not a member of the Local Medical Committee formed for the area in which the Contractor provides Essential Services.
- 31.110 In reaching its determination, the Assessment Panel must have regard to relevant factors including:
- 31.110.1 whether the Commissioner has attempted to secure the provision of Essential Services (or their equivalent) for new

patients other than by means of its proposed assignment to a provider (including the Contractor) with a closed list of patients; and

31.110.2 whether the workload of those providers (including the Contractor) is likely to be affected by any decision to assign such patients to their list of patients.

31.111 The Assessment Panel must reach a determination within a period of 28 days starting on the date on which the Assessment Panel was appointed.

31.112 The Assessment Panel:

31.112.1 must determine whether the Commissioner may assign patients to a provider (including the Contractor) which has a closed list of patients; and

31.112.2 if it so determines that the Commissioner may make such an assignment, must determine in the case where there is more than one provider, those providers to which patients may be assigned.

31.113 The Assessment Panel may determine that the Commissioner may assign new patients to provider other than the providers (including the Contractor) specified in Clause 31.106, as long as the Contractors were notified under Clause 31.107.1.

31.114 The Assessment Panel's determination must include its comments on the matters referred to in Clause 31.110, and must be notified in writing to those Contractors referred to in Clause 31.107.1.

Assignments to closed lists: Dispute Resolution

Procedure relating to determinations of the Assessment Panel

31.115 Where the Assessment Panel determines in accordance with the applicable provisions of Schedule 5 to the PMS Agreements Regulations that the Commissioner may assign new patients to

Contractors which have closed their lists of patients, and the Contractor is specified in that determination, the Contractor may refer the matter to the Secretary of State to review the determination of the Assessment Panel.

31.116 Where, pursuant to Clause 31.115, the Contractor wishes to refer the matter to the Secretary of State either by itself, or jointly with other provider specified in the determination of the Assessment Panel, it must, either by itself or together with the other providers, within the period of seven (7) days beginning with the date of the determination of the Assessment Panel, send to the Secretary of State a written request for dispute resolution which shall include or be accompanied by:

31.116.1 the names and addresses of the parties to the dispute;

31.116.2 a copy of the Contract (or contracts); and

31.116.3 a brief statement describing the nature and circumstances of the dispute.

31.117 Where a matter is referred to the Secretary of State in accordance with Schedule 5 to PMS Agreement Regulations it shall be reviewed in accordance with the procedure specified in Schedule 5, Part 2, paragraph 35.

Assignments to closed lists: assignments of patients by the Commissioner

31.118 Before the Commissioner may assign a patient to the Contractor where it has closed its list, it shall, subject to Clause 31.120, enter into discussions with the Contractor regarding additional support that the Commissioner can offer the Contractor, and the Commissioner shall use its best endeavours to provide appropriate support.

31.119 In the discussions referred to in Clause 31.118, both parties shall use reasonable endeavours to reach agreement.

31.120 The requirement in Clause 31.118 to enter into discussions applies:

- 31.120.1 to the first assignment of a patient to the Contractor; and
- 31.120.2 to any subsequent assignment to that Contractor to the extent that it is reasonable and appropriate having regard to the numbers of patients who have been or may be assigned to it and the period of time since the last discussions under Clause 31.118 took place.

Patients aged 75 and over: Accountable GP

- 31.121 The Contractor must ensure that for each of its Registered Patients aged 75 and over there is assigned an Accountable GP.
- 31.122 The Accountable GP must:
 - 31.122.1 take lead responsibility for ensuring that all Services are, to the extent that their provision is considered necessary to meet the needs of the patient, delivered to the Patient;
 - 31.122.2 take all reasonable steps to recognise and appropriately respond to the physical and psychological needs of the Patient in a timely manner;
 - 31.122.3 ensure that the Patient receives a Health Check if, and within a reasonable period after, one has been requested; and
 - 31.122.4 work co-operatively with other health and social care professionals who may become involved in the care and treatment of the Patient to ensure the delivery of a multi-disciplinary care package designed to meet the needs of the Patient
- 31.123 The Contractor must –
 - 31.123.1 inform the Patient, in such manner as is considered appropriate by the Practice, of the assignment to them of an Accountable GP which must states the name and contact details of the Accountable GP and the role and

responsibilities of the Accountable GP in respect of the Patient;

31.123.2 inform the Patient as soon as any circumstances arise in which the Accountable GP is not able, for any significant period, to carry out their duties towards the Patient; and

31.123.3 where the Practice considers it to be necessary, assign a replacement Accountable GP to the Patient and give notice to the Patient accordingly.

31.124 The Contractor must comply with the requirement in clause 31.122.1:

31.124.1 in the case of any person who is included in the List of Patients immediately before 1 April 2014 and:

31.124.1.1 is aged 75 or over on or before that date, by 30 June 2014; or

31.124.1.2 who attains the age of 75 after that date, within 21 days from the date on which that person attained that age; or

31.124.2 in the case of any person aged 75 or over who is accepted by the Contractor as a Registered Patient on or after 1 April 2014, within 21 days from the date on which that person is so accepted.

Registered Patients from outside Patient Registration Area; variation of contractual terms

31.125 Where the Contractor provides Essential Services, the Contractor may, on or after 1 October 2014, accept on its List of Patients, or subsequently wish to remove a person who resides outside of the Patient Registration Area whereupon the Commissioner and the Contractor shall vary the Contract in order to comply with the requirements of Direction 16 of the APMS Directions.

Savings in respect of the Patient Choice Extension Scheme

- 31.126 Where, before 1 April 2014 a Patient is included in the Contractor's List of Patients pursuant to arrangements entered into by the Contractor and the Commissioner under the Patient Choice Extension Scheme and the terms of the Contract were varied pursuant to Direction 14 of the APMS Directions as it had effect immediately before that date, the Patient may remain registered with the Contractor's Practice and any variation to the Contract which exempts the Contractor's Practice from obligations or liabilities under those arrangements continues to operate for such period as the patient remains so registered and paragraph 6 of the above mentioned Direction 14 as it had effect immediately before 1 April 2014 continues to have effect in relation to an APMS contract where, before that date, the Contractor had entered into arrangements with the Commissioner under the Patient Choice Extension Scheme.

Newly registered patients – alcohol dependency screening

- 31.127 Where under clause 31.7 a Patient has been:
- 31.127.1 accepted onto the Contractor's List of Patients; or
 - 31.127.2 assigned to that list by the Board,
- the Contractor must take action to identify any such Patient over the age of 16 who is drinking alcohol at increasing or higher risk levels with a view to seeking to reduce the alcohol related health risks to that Patient.
- 31.128 The Contractor must comply with the requirement in clause 31.127 by screening the Patient using either one of the two shortened versions of

the World Health Organisation Alcohol Use Disorders Identification ("AUDIT") questionnaire¹¹ which are known as:

31.128.1 FAST (which has four questions); or

31.128.2 AUDIT-C (which has three questions).

31.129 Where, under clause 31.128, the Contractor identifies a Patient as positive using either of the shortened versions of the AUDIT questionnaire specified in clause 31.128, the remaining questions of the full ten question AUDIT questionnaire are to be used by the Contractor to determine increasing risk, higher risk or likely dependent drinking.

31.130 Where a Patient is identified as drinking at increasing or higher risk levels, the Contractor must:

31.130.1 offer the Patient appropriate advice and lifestyle counselling;

31.130.2 respond to any other need identified in the Patient which relates to the Patient's levels of drinking, including by providing any additional support or treatment required for people with mental health issues; and

31.130.3 in any case where the Patient is identified as a dependent drinker, offer the Patient a referral to such specialist services as are considered clinically appropriate to meet the needs of the Patient.

31.131 Where a patient is identified as drinking at increasing or higher risk levels or as a dependent drinker, the Contractor must ensure that the Patient is:

31.131.1 assessed for anxiety and depression;

31.131.2 offered screening for anxiety or depression; and

¹¹ The World Health Organisation Alcohol Use Disorders Identification Test (AUDIT) questionnaire can be accessed at http://www.who.int/substance_abuse/activities/sbi/en/. Further information about the test, and the questionnaires themselves, are available in hard copy from NHS England, PO Box 16738, Redditch, B97 7PT

31.131.3 where anxiety or depression is diagnosed, provided with any treatment and support which may be required under the agreement, including referral for specialist mental health treatment.

31.132 The Contractor must make relevant entries, including the results of the completed questionnaire referred to in clause 31.128, in the Patient's record that the Contractor is required to keep under clause 32.

Patients Living with Frailty

- 31.132A The Contractor must take steps to identify any Registered Patient aged 65 years and over who is living with moderate to severe frailty.
- 31.132B The Contractor must comply with the requirements of Clause 31.132A by using the Electronic Frailty Index¹² or any other appropriate assessment tool.
- 31.132C Where the Contractor identifies a Patient aged 65 or over who is living with severe frailty, the Contractor must:
- 31.132C.1 undertake a clinical review in respect of the Patient which includes:
 - (a) an annual review of the Patient's medication; and
 - (b) where appropriate, a discussion with the Patient about whether the Patient has fallen in the last 12 months,
 - 31.132C.2 provide the Patient with any other clinically appropriate interventions; and
 - 31.132C.3 where the Patient does not have an enriched Summary Care Record¹³, advise the Patient about the benefits of having an enriched Summary Care Record and activate that record at the Patient's request.

¹² Information about the Electronic Frailty Index is available in guidance published by the Commissioner entitled "Supporting Routine Frailty Identification through the GP Contract 2017/18". This guidance is available at: <https://www.england.nhs.uk/publication/supportingroutine-frailty-identification-and-frailty-through-the-gp-contract-20172018/> or from NHS England, PO Box 16738, Redditch, B97 7PT.

¹³ Guidance about enriching a patient's Summary Care Record with additional information published by the Health and Social Care Information Centre is available at: <http://webarchive.nationalarchives.gov.uk/20160921135209/http://systems.digital.nhs.uk/scr/additional/patientconsent.pdf> or from NHS Digital, 4 Trevelyan Square, Boar Lane, Leeds LS1 6AA.

31.132D The Contractor must, using codes agreed by the Commissioner for the purpose, record in the Patient's Summary Care Record any appropriate information relating to clinical interventions provided to a Patient under this Clause.

Accountable GPs

31.133 A Contractor must ensure that for each of its Registered Patients (including patients under the age of 16) there is assigned an Accountable GP.

31.134 The Accountable GP must take the lead responsibility for ensuring that any services which the Contractor is required to provide under the Contract are, to the extent that their provision is considered necessary to meet the needs of the Patient, coordinated and delivered to the Patient.

31.135 The Contractor must –

31.135.1 inform the Patient, as soon as reasonably practicable and in such manner as is considered appropriate by the Practice, of the assignment to the Patient of an Accountable GP and must state the name and contact details of the Accountable GP and the role and responsibilities of the Accountable GP in respect of the Patient;

31.135.2 inform the Patient as soon as any circumstances arise in which the Accountable GP is not able, for any significant period, to carry out the duties of an Accountable GP in respect of the Patient; and

31.135.3 where the Practice considers it to be necessary, assign a replacement Accountable GP to the Patient and give notice to the Patient accordingly.

31.136 The Contractor must comply with the requirement in sub-clause 31.135.1:

- 31.136.1 by 30th June 2015, in the case of any person who is included in the Contractor's List of Patients immediately before 1 April 2015; or
- 31.136.2 in the case of any person who is accepted by the Contractor as a Registered Patient on or after 1 April 2015, within 21 days from the date on which that patient is so accepted.
- 31.137 The requirement in clause 31.133 does not apply to:
- 31.137.1 any Patient of the Contractor who is aged 75 or over, or who attains the age of 75, on or after 1 April 2015; or
- 31.137.2 any other patient of the Contractor if the Contractor has been informed that the Patient does not wish to have an Accountable GP.
- 31.138 Where, under sub-clause 31.135.1, the Contractor informs a Patient of the assignment to them of an Accountable GP, the Patient may express a preference as to which general medical practitioner within the Contractor's Practice the Patient would like to have as the Patient's Accountable GP and, where such a preference has been expressed, the Contractor must make reasonable efforts to accommodate the request.
- 31.139 Where, under sub-clause 31.137.2, the Contractor has been informed by or in relation to a Patient that the Patient does not wish to have an Accountable GP, the Contractor must record that fact in the Patient's record that the Contractor is required to keep under clause 32.
- 31.140 The Contractor must, by no later than 31st March 2016, include information about the requirement to assign an Accountable GP to each of its new and existing Registered Patients:
- 31.140.1 on the Contractor's practice website (if it has one); and
- 31.140.2 in the Contractor's practice leaflet.

- 31.141 Where the Contractor does not have a practice website, the Contractor must include the information referred to in clause 31.140 on its profile page on NHS Choices¹⁴.

Inclusion in list of patients: armed forces personnel

- 31.142 The Contractor may, if its List of Patients is open, include a person to whom clause 31.143 applies in its List of Patients for a period of up to two years and clause 31.50.2 does not apply in respect of any person included in the Contractor's List of Patients by virtue of clauses 31.142 to 31.146.

- 31.143 This clause applies to a person who is:

- 31.143.1 a serving member of the Armed Forces of the Crown who has received written authorisation from defence Medical Services¹⁵ to receive primary medical services from the Contractor's Practice; and
- 31.143.2 living or working within the Contractor's Patient Registration Area during the period in respect of which that written authorisation is given.

- 31.144 Where the Contractor has accepted a person to whom clause 31.143 applies onto its List of Patients, the Contractor must:

- 31.144.1 obtain a copy of the patient's medical record or a summary of that record from Defence Medical Services; and
- 31.144.2 provide regular updates to Defence Medical Services at such intervals as are agreed with Defence Medical Services about any care and treatment which the Contractor has provided to the Patient.

¹⁴ NHS Choices is the website available at <http://www.nhs.uk> which provides information from the National Health Service on conditions, treatments and local services including GP services

¹⁵ Defence Medical Service is an umbrella organisation within the Ministry of Defence which is responsible for the provision of medical, dental and nursing services in the United Kingdom to members of the armed forces of the Crown.

31.145 At the end of the period of two years, or on such earlier date as the Contractor's responsibility for the Patient has come to an end, the Contractor must:

31.145.1 Notify Defence Medical Services in writing that its responsibility for that person has come to an end; and

31.145.2 Update the Patient's medical record, or summary of that record, and return it to Defence Medical Services.

31.146 In clauses 31.142 to 31.145, "primary medical services" are the medical services which are provided by the Contractor's Practice under the Contract to which Part 4 of the 2006 Act applies.

Inclusion in List of Patients: Detained Persons

31.147 The Contractor must, if the List of Patients is open, include a person to whom Clause 31.148 applies (a "detained person") in that list and Clause 31.50.2 does not apply in respect of a detained person who is included in the List of Patients by virtue of this Clause.

31.148 This Clause applies to a person who:

31.148.1 is serving a term of imprisonment of more than two years, or more than one term of imprisonment totalling, in the aggregate, more than two years;

31.148.2 is not registered as a Patient with a provider of Primary Medical Services; and

31.148.3 makes an application under this Clause in accordance with Clause 31.149 to be included in the List of Patients by virtue of either Clause 31.147 or Clause 31.152 before the Scheduled Release Date.

- 31.149 An application under Clause 31.148.3 may be made during the period commencing one month prior to the Scheduled Release Date, and ending 24 hours prior to that date.
- 31.150 Subject to Clauses 31.151 and 31.152, the Contractor may only refuse an application under Clause 31.148.3 if the Contractor has reasonable grounds for doing so which do not relate to the applicant's age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class.
- 31.151 The reasonable grounds referred to in Clause 31.150 may include the ground that the applicant will not, on or after the Scheduled Release Date, live in the Patient Registration Area or does not intend to live in that area.
- 31.152 Where the List of Patients is closed, the Contractor may, by virtue of this Clause, accept an application under Clause 31.148.3 if the applicant is an immediate family member of a Registered Patient.
- 31.153 Where the Contractor accepts an application from a person under Clause 31.148.3 for inclusion in the List of Patients, the Contractor:
- 31.153.1 must give notice in writing to the provider of the Detained Estate Healthcare Service or to the Commissioner of that acceptance as soon as possible, and
 - 31.153.2 is not required to provide Primary Medical Services to that person until after the Scheduled Release Date.
- 31.154 The Commissioner must, on receipt of a notice given under Clause 31.153.1:

31.154.1 include the applicant in the List of Patients from the date notified to the Commissioner the provider of the Detained Estate Healthcare Service; and

31.154.2 give notice in writing to the provider of the Detained Estate Healthcare Service of that acceptance.

31.155 Where the Contractor refuses an application made under Clause 31.148.3, the Contractor must give notice in writing of that refusal, and the reasons for it, to the provider of the Detained Estate Healthcare Service or to the Commissioner before the end of the period of 14 days beginning with the date of the Contractor's decision to refuse.

31.156 The Contractor must:

31.156.1 keep a written record of:

- (a) the refusal of any application under Clause 31.148.3;
- and
- (b) the reasons for that refusal; and

31.156.2 make such records available to the Commissioner on request.

RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY

32 Patient Records

32.1 In this Clause "computerised records" means records created by way of entries on a computer.

32.2 The Contractor shall keep adequate records of its attendance on and treatment of its Patients and shall do so:

- 32.2.1 on forms supplied to it for the purpose by the Commissioner; or
 - 32.2.2 with the written consent of the Commissioner, by way of computerised records; or
 - 32.2.3 in a combination of those two (2) ways.
- 32.3 The Contractor shall include in the records referred to in Clause 32.2 clinical reports sent in accordance with Clause 10.1.
- 32.4 The consent of the Commissioner required by Clause 32.2.2 shall not be withheld or, once given, withdrawn provided the Commissioner is satisfied, and continues to be satisfied, that:
- 32.4.1 the computer system upon which the Contractor proposes to keep the records has been accredited by the Secretary of State or another person on his behalf in accordance with "General Practice Systems of Choice Level 2";
 - 32.4.2 the security measures audit and system management functions incorporated into the computer system as accredited in accordance with Clause 32.4.1 have been enabled; and
 - 32.4.3 the Contractor is aware of, and has signed an undertaking that it will have regard to the guidelines contained in "the Good Practice Guidelines for GP Electronic Records (Version 4)", published on 21 March 2011 or in any document which it has been notified by the Commissioner has replaced that document.
- 32.5 Where a Patient's records are computerised records the Contractor shall, as soon as possible following a request from the Commissioner, allow the Commissioner to access the information recorded on its computer system by means of the audit function referred to in Clause 32.4.2 to the extent necessary for the Commissioner to check that the audit function is enabled and functioning correctly.

32.6 The Contractor shall send the complete records relating to a Patient to the Commissioner:

32.6.1 as soon as possible, at the request of the Commissioner;
or

32.6.2 where a person on its list dies, before the end of the period of fourteen (14) days beginning with the date on which it was informed by the Commissioner of the death, or (in any other case) before the end of the period of one month beginning with the date on which it learned of the death and the Contractor's obligations pursuant to this Clause, and Clause 32.7 below shall survive the termination or expiry of the Contract.

32.7 To the extent that a Patient's records are computerised records, the Contractor complies with Clause 32.6 if it sends to the Commissioner a copy of those records:

32.7.1 in written form; or

32.7.2 with the written consent of the Commissioner in any other form.

32.8 The consent of the Commissioner to the transmission of information other than in written form for the purposes of Clause 32.7.2 shall not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters:

32.8.1 the Contractor's proposals as to how the record will be transmitted;

32.8.2 the Contractor's proposals as to the format of the transmitted record;

32.8.3 how the Contractor will ensure that the record received by the Commissioner is identical to that transmitted; and

32.8.4 how a written copy of the record can be produced by the Commissioner.

- 32.9 Where the Contractor keeps computerised records, the Contractor shall not disable, or attempt to disable, either the security measures or the audit and system management functions referred to in Clause 32.4.2.

Summary Care Record

- 32.10 The Contractor must, in any case where there is a change to the information included in a Patient's medical record, enable an automated upload of Summary Information to the Summary Care Record, at least on a daily basis, using the approved systems provided to it by the Commissioner.

- 32.11 The requirement in clause 32.10 does not apply to the Contractor where:

- 32.11.1 the Contractor does not have access to computer systems and software which would enable it to carry out automated uploads of the Summary Information; and
- 32.11.2 the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by no later than 31 March 2015 by displaying a statement of intent at the Practice Premises and, where the Practice has a website, on the Practice website.

Electronic transfer of patient records

- 32.12 The Contractor must use the GP2GP Facility for the safe and effective transfer of any Patient Records:
- 32.12.1 in a case where a new Patient registers with the Practice, to the Practice from another provider of primary medical services (if any) with which the Patient was previously registered; or
- 32.12.2 in a case where the Contractor receives a request from another provider of primary medical services with which the Patient has registered, in order to respond to that request.

32.13 The requirement in clause 32.12 does not apply to the Contractor where:

32.13.1 the Contractor does not have access to computer systems and software which would enable it to use the GP2GP Facility to effect the transfer of Patient Records to another provider of primary medical services with a patient list; and

32.13.2 the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by 31 March 2015 by displaying a statement of intent at the Practice Premises and, where the Practice has a website, on the Practice website.

32.13A Clause 32.12 and 32.13 do not apply in the case of a Temporary Resident.

Clinical correspondence: requirement for NHS number

32.14 The Contractor must include the NHS Number of a Registered Patient as the primary identifier in all Clinical Correspondence issued by the Contractor which relates to that Patient except where, in exceptional circumstances outside of the Contractor's control, it is not possible for the Contractor to ascertain the patient's NHS Number.

Patient online services

32.15 The Contractor must promote and offer to its Registered Patients the facility for a Patient:

32.15.1 to book, view, amend, cancel and print appointments online;

32.15.2 to order repeat prescriptions for drugs, medicines or appliances online; and

32.15.3 to view and print a list of any drugs, medicines or appliances in respect of which the Patient has a repeat prescription

in a manner which is capable of being electronically integrated with the computerised clinical systems of the Contractor using appropriate systems authorised by the Commissioner.

32.15A A Contractor must, when complying with the requirement in sub-clause 32.15.1, consider whether it is necessary, in order to meet the reasonable needs of its Registered Patients, to take action to comply with the requirement in sub-clause 32.15.1 so as to increase the proportion of appointments which are available for its Registered Patients to book online and, if so, take such action.

32.16 The Contractor must promote and offer to its Registered Patients, in circumstances where the medical records of its Patients are held on the Contractor's computerised clinical systems, the facility for a Patient to:

32.16.1 access online any Summary Information derived from the Patient's medical records and any other data which the Contractor has agreed that the Patient may access; and

32.16.2 view online, electronically export or print any Summary Information derived from the Patient's medical records and any other data which the Contractor has agreed that the Patient may access.

32.16A A Contractor must promote and offer to its Registered Patients, in circumstances where the medical records of its Registered Patients are held on the Contractor's computerised clinical systems, the facility for any such Patient to access online all information from the Patient's medical record which is held in coded form unless:

32.16A.1 in the reasonable opinion of the Contractor, access to such information would not be in the Patient's best interests because it is likely to cause serious harm:

32.16A.1.1 to the Patient's physical or mental health, or

- 32.16A.1.2 to the physical or mental health of any other person;
 - 32.16A.2 the information includes a reference to any third party who has not consented to its disclosure; or
 - 32.16A.3 the information in the Patient's medical record contains a free text entry and it is not possible under the Contractor's computerised clinical systems to separate that free text entry from other information in that medical record which is held in coded form.
- 32.17 Where the Contractor has a practice website, the Contractor must also promote and offer to its Registered Patients the facility referred to in clauses 32.15.1 and 32.15.2 on that practice website.
- 32.18 The requirements in clause 32.15 do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 32.15 to its Registered Patients.
- 32.19 The requirements in clause 32.16:
- 32.19.1 do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 32.16; and
 - 32.19.2 only apply until such time as the Contractor is able to fully comply with the requirements in clause 32.16A.
- 32.20 The requirements in clause 32.16A do not apply where:
- 32.20.1 the Contractor does not have access to GPSOC accredited computer systems and software which would enable it to offer the online services described in that sub-paragraph to its Registered Patients; and
 - 32.20.2 the Contractor has, by 30 September 2015, publicised its plans to enable it to achieve that requirement by 31 March

2016 by displaying a statement of intent at the Practice Premises and, where the practice has a website, on the practice website.

33 Confidentiality of Personal Data

- 33.1 The Contractor shall nominate a person with responsibility for practices and procedures relating to the confidentiality of Personal Data (as defined in the Data Protection Act 1998) held by it.
- 33.2 The Contractor shall maintain the confidentiality of Personal Data entrusted to it in accordance with the provisions of the Data Protection Act 1998.
- 33.3 The Contractor shall have regard to the Provisions of the Confidentiality and Disclosure of Information: General Medical Services, Personal Medical Services and Alternative Contractor Medical Services Code of Practice (as amended or reissued from time to time).

34 Provision of Information to a Medical Officer Etc.

- 34.1 The Contractor must, if satisfied that the Patient consents:
 - 34.1.1 supply in writing to any person specified in Clause 34.3, within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in Clauses 34.3.1 to 34.3.4 considers relevant about a Patient to whom the Contractor or a person acting on behalf of the Contractor has issued or has refused to issue a medical certificate; and
 - 34.1.2 answer any inquiries by any person mentioned in Clause 34.3 about:
 - 34.1.2.1 a Prescription Form or medical certificate issued or created by, or on behalf of, the Contractor, or

34.1.2.2 any statement which the Contractor or a person acting on behalf of the Contractor has made in a report.

34.2 For the purposes of being satisfied that a Patient consents, a Contractor may rely on an assurance in writing from any person mentioned in Clause 34.3 that the consent of the Patient has been obtained, unless the Contractor has reason to believe that the Patient does not consent.

34.3 For the purposes of Clauses 34.1 and 34.2, the persons are:

34.3.1 a Medical Officer;

34.3.2 a Nursing Officer;

34.3.3 an Occupational Therapist;

34.3.4 a Physiotherapist; or

34.3.5 an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in paragraphs 34.3.1 to 34.3.4.

34A National Diabetes Audit

34A.1 The Contractor must record any data required by the Commissioner for the purposes of the National Diabetes Audit in accordance with Clause 34A.2.

34A.2 The data referred to in Clause 34A.1 must be appropriately coded by the Contractor and uploaded onto the Contractor's computerised clinical systems in line with the requirements of guidance published by NHS Employers for these purposes¹⁶.

34A.3 The Contractor must ensure that the coded data is uploaded onto its computerised clinical systems and available for collection by the Health

¹⁶ See section 2 of the guidance entitled "2017/18 General Medical Services (GMS) Contract" published by NHS Employers which is available at <http://www.nhsemployers.org/gms201718U> or from NHS Employers, 2 Brewery Wharf, Kendall Street, Leeds, LS10 1JR.

and Social Care Information Centre at such intervals during each financial year as are notified to the Contractor by NHS Digital.

34B Information relating to indicators no longer in the Quality and Outcomes Framework¹⁷

34B.1 The Contractor must allow the extraction from the Contractor's computerised clinical systems by the Health and Social Care Information Centre specified in the table set out at Schedule 11 to this Contract relating to clinical indicators which are no longer in the Quality Outcomes Framework at such intervals during each financial year as are notified to the Contractor by NHS Digital.

34C Information relating to alcohol related risk reduction and dementia diagnosis and treatment

34C.1 The Contractor must allow the extraction by the Health and Social Care Information Centre of the information¹⁸ specified in:

34C.1.1 Clause 34C.2 in relation to alcohol related risk reduction; and

34C.1.2 Clause 34C.3 in relation to dementia diagnosis and treatment;

from the record that the Contractor is required to keep in respect of each Registered Patient under regulation 60 of the PMS Agreements Regulations by such means, and at such intervals during each

¹⁷ The Quality and Outcomes Framework (QOF) is provided for in Section 4 and Annex D of the General Medical Services Statement of Financial Entitlements Direction 2013 which were signed on 27th March 2013 (as amended). Participation by contractors in the QOF is voluntary. However, contractors which participate in the QOF are required to accomplish the specified tasks or achieve the specified outcomes which are included in the QOF as "indicators" in return for payments which are measured against their achievements in respect of particular indicators. The General Medical Services Statement of Financial Entitlements 2013 is available at: <https://www.gov.uk/government/publications/nhs-primary-medical-services-directions-2013>. Hard copies may be obtained by post from the General Practice Team, Quarry House, Quarry Hill, Leeds LS2 7UE.

¹⁸ See section 4 of the guidance entitled "2017/18 General Medical Services (GMS) Contract" published by NHS Employers which is available at <http://www.nhsemployers.org/gms201718> or from NHS Employers, 2 Brewery Wharf, Kendall Street, Leeds, LS10 1JR.

Financial Year, as are notified to the Contractor by the Health and Social Care Information Centre.

34C.2 The information specified in this Clause is information required in connection with the requirements under Clauses 31.127 to 31.132.

34C.3 The information specified in this Clause is information relating to any clinical interventions provided by the Contractor in the preceding 12 months in respect of a Patient who is suffering from, or who is at risk of suffering from, dementia.

34D NHS Digital Workforce Censuses

34D.1 The Contractor must record and submit any data required by the Health and Social Care Information Centre for the purposes of the NHS Digital Workforce Census (known as the "Workforce Minimum Data Set") in accordance with Clause 34D.2.

34D.2 The data referred to in Clause 34D.1 must be appropriately coded by the Contractor in line with agreed standards set out in guidance published by NHS Employers¹⁹ and must be submitted to the Health and Social Care Information Centre by using the workforce module on the Primary Care Web Tool which is a facility provided by the Commissioner to the Contractor for this purpose.²⁰

34D.3 The Contractor must ensure that the coded data is available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as are notified to the Contractor by Health and Social Care Information Centre.

34E Information relating to overseas visitors

34E.1 The Contractor must:

¹⁹ See section 2 of the guidance entitled "2017/18 General Medical Services (GMS) Contract" published by NHS Employers which is available at <http://www.nhsemployers.org/gms201718> or from NHS Employers, 2 Brewery Wharf, Kendall Street, Leeds, LS10 1JR.

²⁰ The Primary Care Web Tool facility is the approved webtool made available by the Commissioner to contractors for the purposes of submitting data online. Further information regarding the collection and recording of data by contractors for the purposes of the NHS Digital Workforce Survey is available at <http://content.digital.nhs.uk/wMDS> or from NHS Digital, 1 Trevelyan Square, Boars Lane, Leeds, LS1 6AE.

34E.1.1 record the information specified in Clause 34E.1.2 relating to overseas visitors, where that information has been provided to it by a newly registered Patient on a form supplied to the Contractor by the Contractor for this purpose; and

34E.1.2 where applicable, in the case of a Patient, record the fact that the Patient is the holder of a European Health Insurance Card or S1 Healthcare Certificate²¹ which has not been issued to or in respect of the Patient in the United Kingdom,

in the medical record that the Contractor is required to keep under regulation 60 of the PMS Agreements Regulations in respect of the Patient.

34E.2 The information specified in this Clause is:

34E.2.1 in the case of a Patient who holds a European Health Insurance Card which has not been issued to the Patient by the United Kingdom, the information contained on that card in respect of the Patient; and

34E.2.2 in the case of a Patient who holds a Provisional Replacement Certificate²² issued in respect of the Patient's European Health Insurance Card, the information contained on that certificate in respect of the Patient.

34E.3 The information referred to in Clause 34E.2 must be submitted by the Contractor to NHS Digital:

²¹ An S1 Healthcare Certificate is issued to those who are posted abroad and who pay National Insurance Contributions in the United Kingdom or to people in receipt of UK exportable benefits (e.g. retirement pensions). Further information is available at: https://contactcentreservices.nhsbsa.nhs.uk/selfnhsukokb/AskUs_EHIC/template.do?name=S1+form+-+what+is+this+and+=how+do+I+obtain+one%253F&id=16477 or from NHS BSA, Stella House, Goldcrest Way, Newbury Riverside, Newcastle Upon Tyne, NE15 8NY.

²² Further information about Provisional Replacement Certificates is available at: <http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about-the-ehic.aspx> or from NHS England, PO Box 16738, Redditch, B97 7PT.

34E.3.1 electronically at NHSDIGITAL-EHIC@nhs.net; or

34E.3.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

34E.4 Where the Patient is a holder of a S1 Healthcare Certificate, the Contractor must send that certificate, or a copy of that certificate, to the Department for Work and Pensions:

34E.4.1 electronically at NHSDIGITAL-EHIC@nhs.net; or

34E.4.2 by post in hard copy form to the Overseas Healthcare Team, Durham House, Washington, Tyne and Wear, NE38 7SF.

35 Provision of Information to the Commissioner

35.1 The Contractor must, at the request of the Commissioner, produce to it, or a person authorised in writing by it, or allow the Commissioner, or a person authorised by it to access, on request within a maximum period of 28 days of the request being made:

35.1.1 any information which is reasonably required by the Commissioner for the purposes of or in connection with the Contract; and

35.1.2 any other information which is reasonably required in connection with the Commissioner's functions,

but the Contractor shall not be required to comply with any request made in accordance with this Clause 35.1 unless it has been made by the Commissioner in accordance with directions made by the Secretary of State under section 98A (Exercise of Functions) of the 2006 Act relating to the provision of information by Contractors, the Confidentiality Directions and the parts of the Code of Practice referred to therein.

35.2 Subject to Clause 35.5, a Contractor must collect such information relating to Patient access to Primary Medical Services at the Contractor's practice as the Commissioner may reasonably require for the purpose or in connect with, the contract.

35.3 The Contractor must submit an online return to the Commissioner in respect of any GP access data collected by it using the Primary Care Web Tool facility which is provided by the Commissioner to the Contractor for this purpose.

35.4 The Contractor must submit an online return of GP access data to the Commissioner twice in every financial year-

35.4.1 by 31 October 2019 and 31 March 2020 in respect of the financial year that ends on 31 March 2020; and

35.4.2 by 30 September and 31 March respectively for each subsequent financial year until 31 March 2029.

35.5 The requirements of Clauses 35.2 to 35.4 do not apply where the Contractor does not have access to computer systems and software which would enable it to use the Primary Care Web Tool facility to submit an online return of GP access data to the Commissioner.

35A Friends and Family Test

35A.1 A Contractor which provides Essential Services must give all Patients who use the Contractor's Practice the opportunity to provide feedback about the service received from the Practice through the Friends and Family Test.

35A.2 The Contractor must:

35A.2.1 report the results of completed Friends and Family Tests to the Commissioner; and

35A.2.2 publish the results of such completed Tests, in the manner approved by the Commissioner.

35A.3 In this Clause 35A, "Friends and Family Test" means the arrangements that a Contractor is required by the Commissioner to implement to enable its Patients to provide anonymous feedback about the patient experience at the Contractor's Practice.

35B Publication of earnings information

35B.1 The Contractor must publish each year on its practice website (if it has one) the information specified in clause 35B.2.

35B.2 The information specified in this sub-paragraph is:

35B.2.1 the mean net earnings in respect of the previous financial year of:

35B.2.1.1 all general medical practitioners who were party to the agreement for a period of at

least six months during that financial year,
and

35B.2.1.2 any general medical practitioners who were employed or engaged by the Contractor to provide services under the Contract in the Contractor's Practice, whether on a full-time or part-time basis, for a period of six months during that financial year; and

35B.2.2 the:

35B.2.2.1 total number of any general medical practitioners to whom the earnings information referred to in clause 35B.2.1 relates, and

35B.2.2.2 (where applicable) the number of those practitioners who have been employed or engaged by the Contractor to provide services under the Contract in the Contractor's Practice on a full time or a part time basis and for a period of at least six months during the financial year in respect of which that information relates.

35B.3 The information specified in clause 35B.2 must be:

35B.3.1 published by the Contractor before the end of the financial year following the financial year to which that information relates; and

35B.3.2 made available by the Contractor in hard copy form on request.

35B.4 For the purposes of clause 35B, "mean net earnings" are to be calculated by reference to the earnings of a general medical practitioner that, in the opinion of the Board, are attributable to the performance or provision by the practitioner under the agreement of

medical services to which Part 4 of the 2006 Act applies, after having disregarded any expenses properly incurred in the course of performing or providing those services.

36 Practice Leaflet

36.1 The Contractor shall:

compile a practice leaflet which shall include the information specified in Schedule 8;

36.1.1 review its practice leaflet at least once in every period of twelve (12) months and make any amendments necessary to maintain its accuracy;

36.1.2 make available a copy of the leaflet, and any subsequent updates, to its Patients and prospective patients and to the Commissioner;

36.1.3 amend the Practice Leaflet if there are any material changes to the Services or to the information provided therein within three (3) months of such change(s).

37 Provision of Practice Information on the Internet

37.1 Where the Contractor has a website, the Contractor must publish on that website details of the Patient Registration Area, including the area known as the Outer Boundary Area, by reference to a sketch diagram, plan or postcode as set out in Annex 3.

37.2 The Contractor shall maintain its practice details on the NHS Choices Website.

38 Inquiries about Prescriptions and Referrals

38.1 The Contractor shall, subject to Clauses 38.2 and 38.3, sufficiently answer any inquiries whether oral or in writing from the Commissioner concerning:

- 38.1.1 any Prescription Form or Repeatable Prescription issued or created by a Prescriber;
 - 38.1.2 the considerations by reference to which Prescribers issue such forms;
 - 38.1.3 the referral by or on behalf of the Contractor of any Patient to any other services provided under the 2006 Act or the 2012 Act (as the case may be); or
 - 38.1.4 the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.
- 38.2 An inquiry referred to in Clause 38.1 may only be made for the purpose either of obtaining information to assist the Commissioner to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.
- 38.3 The Contractor shall not be obliged to answer any inquiry referred to in Clause 38.1 unless it is made:
- 38.3.1 in the case of Clause 38.1.1 or 38.1.2 by an appropriately qualified Health Care Professional; or
 - 38.3.2 in the case of Clause 38.1.3 or 38.1.4, by an appropriately qualified medical practitioner,
- appointed in either case by the Commissioner to assist it in the exercise of its functions under Clause 38.1 and 38.2 who produces, on request, written evidence that that person is authorised by the Commissioner to make such an inquiry on its behalf.

39 Financial Interests

- 39.1 In making a decision to refer a Patient for other services under the 2006 Act or the 2012 Act (as the case may be), or in making a decision to prescribe any drug, medicine or other Appliance to any Patient the Contractor shall have regard to all relevant clinical considerations as well as the provisions of Clauses 24 to 30 of this Contract and

disregard its own financial interests and other inappropriate financial interests.

39.2 The Contractor shall not inform Patients that any prescription for any drug, medicine or other Appliance must be dispensed only by the Contractor or a person with whom the Contractor is associated.

39.3 The Contractor must not act in any way to encourage a Patient to move to another of the Contractor's primary care contracts in order for the Contractor to obtain a financial gain.

40 Performance Management and Monitoring

40.1 The Contractor shall comply with the monitoring arrangements set out in Schedule 6 (Performance Management) to this Contract including but not limited to, providing such data and information as the Authority may require the Contractor to produce under this Contract.

40.2 The Contractor shall cooperate and shall procure that its Sub-Contractors co-operate with the Authority in carrying out the monitoring referred to in this Clause 40.

40A Patient Participation

40A.1 A Contractor which provides Essential Services must establish and maintain a group known as a "Patient Participation Group" comprising of some of its Registered Patients for the purposes of:

40A.1.1 obtaining the views of Patients who have attended the Contractor's Practice about the services delivered by the Contractor; and

40A.1.2 enabling the Contractor to obtain feedback from its Registered Patients about those services.

40A.2 The Contractor is not required to establish a Patient Participation Group if such group has already been established by the Contractor pursuant to the provisions of any directions about Enhanced Services

which were given by the Secretary of State under section 98A of the 2006 Act before 1st April 2015.

40A.3 The Contractor must make reasonable efforts during each financial year to review the membership of its Patient Participation Group in

order to ensure that the Group is representative of its Registered Patients.

40A.4 The Contractor must:

40A.4.1 engage with its Patient Participation Group, at such frequent intervals throughout each financial year as the Contractor must agree with that Group, with a view to obtaining from the Contractor's Registered Patients, in an appropriate and accessible manner which is designed to encourage patient participation, about the services delivered by the Contractor; and

40A.4.2 review any feedback received about the services delivered by the Contractor, whether pursuant to sub-clause 40A.4.1 or otherwise, with its Patient Participation Group with a view to agreeing with that Group the improvements (if any) which are to be made to those services.

40A.5 The Contractor must make reasonable efforts to implement such improvements to the services delivered by the Contractor as are agreed between the Contractor and its Patient Participation Group.

40A.6 In this clause 40A "financial year" means the 12 month period beginning on 1st April each year and ending on 31st March the following year.

41 Notifications to the Commissioner

41.1 In addition to any requirements of notification elsewhere in the Contract, the Contractor shall notify the Commissioner in writing, as

soon as reasonably practicable, of:

any serious incident that, in the reasonable opinion of the Contractor, affects or is likely to affect the Contractor's performance of its obligations under the Contract;

- 41.1.1 any circumstances which give rise to the Commissioner's right to terminate the Contract under Clauses 60 and 61;
- 41.1.2 any circumstances which give rise to the Commissioner's right to terminate the Contract under any other provision of the Contract;
- 41.1.3 any appointments system which it proposes to operate and the proposed discontinuance of any such system;
- 41.1.4 any change of which it is aware in the address of a Registered Patient;
- 41.1.5 the death of any Patient of which it is aware; and
- 41.1.6 any changes in clinical and non-clinical staff.

41.2 Where the Contractor is a company, it shall give notice in writing to the Commissioner forthwith when:

- 41.2.1 it passes a resolution or a court of competent jurisdiction makes an order that the Contractor be wound up;
- 41.2.2 circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the Contractor;
- 41.2.3 circumstances arise which would enable the court to make a winding up order in respect of the Contractor;
- 41.2.4 the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 41.2.5 a number of shares equal to 10% or more of the shares in issue in the Contractor are transmitted or transferred

(whether legally or beneficially) to another person on a date after the Contract has been entered in;

- 41.2.6 if there is any change in the Contractor's Group structure or identity of the ultimate parent within that Group structure within the meaning of section 1159 Companies Act 2006; or
- 41.2.7 a new director or secretary is appointed.

41.3 A notice under Clause 41.2.5 shall confirm the new shareholder, or, as the case may be, the personal representative of a deceased shareholder:

- 41.3.1 falls within section 93(1)(a), (b), (c), (d), (e) or (f) of the 2006 Act; and
- 41.3.2 meets the further conditions imposed on shareholders by virtue of direction 4 of the APMS Directions.

41.4 A notice under Clause 41.2.7 shall confirm that the new director or, as the case may be, secretary meets the conditions imposed on directors and secretaries by virtue of direction 4 of the APMS Directions.

42 Notification of Deaths

42.1 The Contractor shall report in writing to the Commissioner the death on the Practice Premises of any Patient no later than the end of the first Working Day after the date on which the death occurred. The report shall include:

- 42.1.1 the Patient's full name;
- 42.1.2 the Patient's National Health Service number where known;
- 42.1.3 the date and place of death;
- 42.1.4 a brief description of the circumstances, as known, surrounding the death;

- 42.1.5 the name of any doctor or other person treating the Patient whilst on the Practice Premises; and
- 42.1.6 the name, where known, of any other person who was present at the time of the death.

43 Entry and inspection by the Commissioner

- 43.1 Subject to the conditions in Clause 43.2, the Contractor shall allow persons authorised in writing by the Commissioner to enter and inspect the Practice Premises at any reasonable time. In addition, the Commissioner shall have the right to examine any equipment and/or materials, and/or to interview any staff including any contractors engaged by the Contractor (but only as part of a properly conducted investigation into the clinical performance of the Contractor, such investigation to be proportionate and, for the avoidance of doubt, subject to the Law) that are reasonably connected to the delivery of services under this Contract at any reasonable time.
- 43.2 The conditions referred to in Clause 43.1 are that:
 - 43.2.1 reasonable notice of the intended entry (or other proposed action) has been given;
 - 43.2.2 written evidence of the authority of the person seeking entry (or to take any other proposed action) is produced to the Contractor on request; and
 - 43.2.3 entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

44 Entry and Viewing by Local Healthwatch Organisations

- 44.1 The Contractor must comply with the requirement to allow an authorised representative to enter and view the Practice Premises and observe the carrying-on of activities on the Practice Premises in

accordance with regulations made under section 225 (Duties of Service Contractors to allow entry by Local Healthwatch Organisations or Contractors) of the Local Government and Public Involvement Health Act 2007.

45 Entry and Inspection by the Care Quality Commission

- 45.1 The Contractor shall allow persons authorised by the Care Quality Commission to enter and inspect the Practice Premises in accordance with section 62 of the Health and Social Care Act 2008 (entry and inspection).

46 Counter Fraud and Security Management

- 46.1 Upon the request of the Commissioner or the NHS Counter Fraud and Security Management Service (the "CFSMS"), the Contractor shall ensure that the CFSMS is given access as soon as is reasonably practicable and in any event not later than seven (7) days from the date of the request to:

- 46.1.1 all property, premises, information (including records and data) owned or controlled by the Contractor relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connected to the Contract; and
- 46.1.2 all members of the Contractor's staff who may have information to provide that is relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connection to the Contract.

- 46.2 The Contractor shall put in place appropriate arrangements to ensure the security of Patients whilst in the Practice Premises and for the prevention and detection of fraud by or in relation to Patients and/or in relation to public funds.

- 46.3 The Contractor shall, on request by the Commissioner permit the Commissioner or its authorised representative or a person duly authorised to act on behalf of the CFSMS, to review the arrangements put in place by the Contractor pursuant to Clause 46.2.
- 46.4 The Contractor shall promptly upon becoming aware of any suspected fraud or corruption involving the Patients or public funds, report such matter to the Commissioner.
- 46.5 The provisions of Clauses 46.1 and 46.4 shall continue following termination of the Contract for any reason whatsoever and without limit in time.

47 Certificates

47.1 The Contractor shall issue free of charge to a Patient or his personal representative any medical certificate of a description prescribed in column 1 of the table below which is reasonably required under or for the purposes of the enactments specified in relation to the certificate in column 2 of the table below, except where, for the condition to which the certificate relates, the Patient:

- 47.1.1 is being attended by a medical practitioner who is not employed or engaged by the Contractor, a party to this Contract or a shareholder in a qualifying body which is a party to this Contract; or
- 47.1.2 is not being treated by or under the supervision of a Health Care Professional.

Table – List of Prescribed Medical Certificates

Description of medical certificate	Enactment under or for the purpose of which certificate required
1. To support a claim or to obtain payment either personally or by	Naval and Marine Pay and Pensions Act 1865 Air Force (Constitution) Act 1917

Description of medical certificate	Enactment under or for the purpose of which certificate required
proxy; to prove incapacity to work or for self-support for the purposes of an award by the Secretary of State; or to enable proxy to draw pensions etc.	Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939 Personal Injuries (Emergency Provisions) Act 1939 Pensions (Mercantile Marine) Act 1942 Polish Resettlement Act 1947 Social Security Administration Act 1992 Social Security Contributions and Benefits Act 1992 Social Security Act 1998
2. To establish pregnancy for the purpose of obtaining welfare foods	Section 13 of the Social Security Act 1988 (schemes for distribution etc of welfare foods)
3. To secure registration of still-birth	Section 11 of the Births and Deaths Registration Act 1953 (special provision as to registration of still-birth)
4. To enable payment to be made to an institution or other person in case of mental disorder of persons entitled to payment from public funds.	Section 142 of the Mental Health Act 1983 (pay, pensions etc of mentally disordered persons)
5. To establish unfitness for jury service.	Juries Act 1974
6. To support late application for reinstatement in civil employment or notification of non-availability to take up employment owing to sickness.	Reserve Forces (Safeguarding of Employment) Act 1985.
7. To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1985

Description of medical certificate	Enactment under or for the purpose of which certificate required
8. To support applications for certificates conferring exemption from charges in respect of drugs, medicines and Appliances.	National Health Service Act 2006
9. To support a claim by or on behalf of a severely mentally impaired person for exemption from liability to pay the Council Tax or eligibility for a discount in respect of the amount of Council Tax payable.	Local Government Finance Act 1992

47.2 The exception referred to in Clause 47.1.1 shall not apply where the certificate is issued pursuant to regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985.

48 Payment under the Contract

The Commissioner will pay the Contractor the Contract Price in accordance with Schedule 4.

49 Fees and Charges

49.1 The Contractor shall not, either itself or through any other person, demand or accept from:

49.1.1 any of its Patients other than Registered Patients a fee or other remuneration for its own or another's benefit:

49.1.1.1 for the provision of any treatment whether under the Contract or otherwise, or

- 49.1.1.2 for any prescription or repeat prescription for any drug, medicine or Appliance,

except in the circumstances set out in Clause 49.2.
 - 49.1.2 any of its Patients other than a Registered Patient a fee or other remuneration for its own or another's benefit:
 - 49.1.2.1 for the provision of any treatment under the Contract, or
 - 49.1.2.2 for any prescription or repeat prescription for any drug, medicine or Appliance in connection with that treatment.
- 49.2 The Contractor may demand or accept, directly or indirectly, a fee or other remuneration:
 - 49.2.1 from any statutory body for services rendered for the purposes of that body's statutory functions;
 - 49.2.2 from any body, employer or school for a routine medical examination of persons for whose welfare the body, employer or school is responsible, or an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;
 - 49.2.3 for treatment which is not Primary Medical Services or otherwise required to be provided under the Contract and which is given:
 - 49.2.3.1 pursuant to Paragraph 11 of Schedule 6 of the 2006 Act (accommodation and services for private patients), or
 - 49.2.3.2 in a registered nursing home which is not providing services under the 2006 Act,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the 2006 Act or the 2012 Act (as the case may be) as a specialist providing treatment of the kind the Patient requires and if, within 7 days of giving the treatment, the Contractor or the person providing the treatment supplies the relevant body, on a form provided by it for the purpose, with such information about the treatment as it may require;

- 49.2.4 under section 158 of the Road Traffic Act 1988 (payment for emergency treatment of traffic casualties);
- 49.2.5 when it treats a Patient under clause 49.3 in compliance with Regulation 18(3) of the PMS Agreements Regulations, in which case it shall be entitled to demand and accept a reasonable fee (recoverable in certain circumstances under Clause 49.4 for any treatment given, if it gives the Patient a receipt;
- 49.2.6 for attending and examining (but not otherwise treating) a Patient:
 - 49.2.6.1 at his request at a police station in connection with possible criminal proceedings against him;
 - 49.2.6.2 at the request of a commercial, educational or not for profit organisation for the purpose of creating a medical report or certificate;
 - 49.2.6.3 for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the Patient;

- 49.2.7 for treatment consisting of an immunisation for which no remuneration is payable by the relevant body and which is requested in connection with travel abroad;
- 49.2.8 for prescribing or providing drugs, medicines or Appliances (including a collection of such drugs, medicines or Appliances in the form of a travel kit) which a Patient requires to have in his possession solely in anticipation of the onset of an ailment or occurrence of an injury while he is outside the United Kingdom but for which he is not requiring treatment when the medicine is prescribed;
- 49.2.9 for a medical examination:
 - 49.2.9.1 to enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt, or
 - 49.2.9.2 for the purpose of creating a report:
 - 49.2.9.2.1 relating to a road traffic accident or criminal assault; or
 - 49.2.9.2.2 that offers an opinion as to whether a Patient is fit to travel;
- 49.2.9.A for testing the sight of a person to whom none of paragraphs (a) to (e) of section 115(2) of the 2006 Act applies (including by virtue of regulations made under section 115(7) of the 2006 Act);
- 49.2.10 where it is a Contractor which is authorised or required in accordance with arrangements made with the Commissioner under section 126 (Arrangements for Pharmaceutical Services) and in accordance with regulations made under section 129 (Regulations at to Pharmaceutical Services) of the 2006 Act to provide drugs, medicines and Appliances to a Patient and provides for

that Patient, otherwise than by way of Dispensing Services, any Scheduled Drug; and

49.2.11 for prescribing or providing drugs or medicines for malaria chemoprophylaxis.

49.3 Where a person applies to the Contractor for the provision of Services and claims to be entitled to be treated by the Contractor without paying a fee or other remuneration and the Contractor has reasonable doubts about that person's claim, the Contractor shall give any necessary treatment and shall be entitled to demand and accept a reasonable fee subject to the provision for repayment contained in Clause 49.4.

49.4 Where a person from whom the Contractor received a fee applies to the Commissioner for a refund within fourteen (14) days of payment of the fee (or such longer period not exceeding a month as the Commissioner may allow if it is satisfied that the failure to apply within fourteen (14) days was reasonable) and the Commissioner is satisfied that the person was entitled to be treated by the Contractor without paying a fee or other remuneration when the treatment was given, the Commissioner may recover the amount of the fee from the Contractor, by set off or otherwise, and shall pay that amount to the person who paid the fee.

49.5 In the provision of the Services, the Contractor shall:

49.5.1 provide information to the Patients regarding other services it provides (other than under the Contract) only where appropriate and shall ensure that such information is fair and accurate; and

49.5.2 where the other services are available to the Patient as part of the health service established pursuant to the 2006 Act or the 2012 Act (as the case may be), inform the Patient:

49.5.2.1 that the services are so available;

49.5.2.2 of any charge that apply to that health service and, if no such charge applies, that the service is free; and

49.5.2.3 how to access those health services.

49.6 This Clause 49 shall survive the expiry or termination of the Contract.

50 Clinical Governance

50.1 Without prejudice to the Contractor's obligation to meet all performance requirements under the Contract:

50.1.1 the Contractor shall have an effective System of Clinical Governance (which shall include appropriate standard operating procedures in relation to the management and use of controlled drugs);

50.1.2 the Contractor shall nominate a person who will have responsibility for ensuring the effective operation of the System of Clinical Governance;

50.1.3 the person nominated under Clause 50.1.2 shall be a person who performs or manages Services under the Contract.

50.2 The Contractor shall co-operate with the Commissioner in the discharge of any obligations of the Commissioner or its accountable officers under section 17 (Accountable Officers and their responsibilities as to Controlled Drugs) and section 18 (Co-operation between Health Bodies and other Organisations) of the Health Act 2006.

51 Indemnity

51.1 The Contractor shall indemnify the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury or loss of or

damage to property which is caused directly or indirectly by any act or omission or breach of obligation under the Contract of the Contractor, its staff, agents or sub-contractors save to the extent that the same was caused by any negligent act of the Commissioner or its servants.

52 Insurance

- 52.1 The Contractor shall at all times hold adequate insurance in the sums detailed in Schedule 4 Part 2 in respect of any incident against:
- 52.1.1 all liabilities arising from negligent performance of Services under the Contract;
 - 52.1.2 all public liabilities in relation to liabilities to third parties arising under or in connection with the Contract; and
 - 52.1.3 all liabilities as an employer in respect of all staff.
- 52.2 The Contractor shall provide the Commissioner with a copy of all insurance policies obtained pursuant to Clause 52.1 and/or a broker certified schedule of insurances together with evidence that the requisite premiums have been paid upon the Commissioner's request.
- 52.3 The Contractor shall not sub-contract its obligations to provide the Services under the Contract unless it is satisfied that the sub-contractor holds adequate insurance against liability arising from negligent performance of such Services.
- 52.4 For the purposes of Clauses 52.1 to 52.3:
- 52.4.1 "insurance" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor; and includes membership of a medical defence organisation established for the purpose set out in this Clause; and
 - 52.4.2 the Contractor shall be regarded as holding insurance if insurance is held by a person employed or engaged by it in connection with clinical services which that person

provides under the Contract or, as the case may be, sub-contract provided that that insurance is adequate and is in the sum of not less than that required by this Clause. The Contractor agrees that this may not be sufficient to meet the Contractor's obligations to insure all of the risks listed under Clause 52.1 and that the Contractor must seek advice from a specialist insurance broker in this regard.

53 Complaints

- 53.1 The Contractor shall establish and operate a complaints procedure as approved by the Commissioner to deal with any complaints in relation to any matter reasonably connected with the provision of Services under the Contract.
- 53.2 The Contractor shall comply with the Complaints Regulations, the relevant provisions of which are set out in Schedule 5 (Complaints Procedure).

54 Sub-contracting and Change of Control

- 54.1 The Contractor shall not sell, assign, sub-contract or in any way dispose of any of its rights or duties under the Contract in relation to the Services or any part thereof without the prior written authorisation of the Commissioner and subject to such conditions as the Commissioner in its absolute discretion may impose.
- 54.2 A contract with a sub-contractor must, unless the Commissioner agrees otherwise in writing, prohibit the sub-contractor from sub-contracting the services it has agreed with the Contractor to provide.
- 54.3 Save in respect of a public limited company listed on an internationally recognised exchange the Contractor shall not undergo a Change of Control without the prior authorisation of the Commissioner and subject to such conditions as the Commissioner may impose.
- 54.4 If the Contractor has a list of Registered Patients or a list of Registered Patients is held in respect of it, the Contractor shall not sub-contract any of its rights or duties under the Contract in relation to the provision of Essential Services to a company or firm:
- 54.4.1 owned wholly or partly by the Contractor, or by any former or current employee or partner or shareholder in, the Contractor;

54.4.2 formed by or on behalf of the Contractor, or from which it derives or may derive pecuniary benefit;

54.4.3 formed by or on behalf of a former or current employee of, or partner or shareholder in, the Contractor, or from which such a person derives or may derive pecuniary benefit,

where that company or firm is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of goodwill of a medical practice in section 259 of the 2006 Act or any relevant regulations made wholly or partly under that section.

55 Co-operation with Investigations

55.1 The Contractor shall co-operate with:

55.1.1 any investigation of a complaint in relation to any matter reasonably connected with the provision of the Services by the Contractor by the Commissioner or the Health Service Commissioner;

55.1.2 any investigation of a complaint by an NHS body or local authority which relates to a Patient or former Patient of the Contractor; and

55.1.3 any further or other investigation initiated by the Commissioner in connection with the Services.

55.2 In Clause 55.1:

55.2.1 "NHS body" means the Commissioner, a CCG, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, a Local Health Commissioner, a Health Commissioner, a Health and Social Services Commissioner or a Health and Social Services Trust;

55.2.2 "local authority" means any of the bodies listed in section 1 of the Local Authority Social Services Act 1970, the Council of the Isles of Scilly or a council constituted under