Template
Alternative Provider Medical Services Contract for Wales

This document is only a template and is based on an earlier APMS template with updates to reflect the National Health Service (General Medical Services Contracts) (Wales) Regulations 2023 (as amended) and the Alternative Provider Medical Services (Wales) Directions 2024 (the "APMS Directions"). The LHB must ensure (after taking legal advice and tailoring this template appropriately) that this document is correct/compliant, complete and reflects the LHB's intentions. LHBs should also note that:

- **although certain provisions are highlighted or marked for review (see below) or shown in square brackets the LHB must check / tailor all aspects of this template;**
- **the LHB must check that the clauses (and clause numbering and cross-references) throughout this template are correct; and**
- **the LHB must ensure all square brackets are removed once the text within them has been checked / tailored.**

Key to highlighting (other than in relation to Schedule 1, as to which see the drafting note at the start of that schedule):

- **Provisions that are required (except in prison settings) if the Contract includes unified services (but see comments below about the scope to impose a higher standard of performance)**

- **Provisions that exceed the minimum mandatory requirements and, where relevant/appropriate, are recommended for inclusion in the Contract (but need to be reviewed and can be relaxed / tailored / deleted providing the minimum requirements in the APMS Directions are met)**

- **Provisions that exceed the minimum mandatory requirements but are optional or contain placeholder text only (so need to be reviewed / tailored (and where appropriate relaxed / deleted) providing the minimum requirements in the APMS Directions are met)**

- **Areas/topics that need to be covered in the contract but where the form of words is not mandated (so need to be reviewed and can be tailored providing the minimum requirements in the APMS Directions are met/exceeded) – but please note that if the related clause headings are in blue those areas/topics are only required if unified services are being provided**

- **Provisions that are required where they are relevant (but see comments below about the scope to impose a higher standard of performance)**

- **Provisions that are not highlighted are required in all contracts (but see comments below about the scope to impose a higher standard of performance)**

In accordance with direction 2 of the APMS Directions, the provisions can be amended where the changes mean either: i) the Contractor is required to deliver a higher level of performance; ii) the contract imposes more onerous obligations on the APMS contractor; or iii) the LHB has additional or enhanced rights or remedies, than is required by the APMS Directions.

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THIS CONTRACT is made on the day of 20[ ]

BETWEEN

(1) [ ] Local Health Board whose address is [ ] ("the LHB"); and

(2) [[NAME] of [ADDRESS]] [[PARTNERS' NAMES] trading as the [NAME] partnership of [ADDRESS]] [[[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (the "Contractor")

BACKGROUND

A. The LHB is a statutory body established by orders made pursuant to section 11 of *the Act*. It is the duty of the LHB to exercise its powers so as to provide or secure the provision of *primary medical services* within its area.

B. In order to achieve this objective, the LHB is empowered under Part 4 of *the Act* to enter into an alternative provider medical services contract (such contract needing to be compliant with *the APMS Directions* made under that Part of *the Act*).

C. The LHB and the Contractor wish to enter into an alternative provider medical services contract under which the Contractor is to provide *primary medical services* and other services in accordance with the provisions of this Contract.

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

PART 1

STATUS OF THE CONTRACT

1. The Contractor has [not] elected to be regarded as a *health service body* for the purposes of section 7 of *the Act* pursuant to a *GMS contract*. Accordingly, this Contract is [not] an *NHS contract*.

COMMENCEMENT AND DURATION OF THE CONTRACT

2. This Contract shall commence on [DATE] and, subject to clause 3, shall terminate on [DATE] (the "Expiry Date") unless terminated earlier in accordance with Part 18.

3. The LHB may, no later than [nine (9) months] prior to the *Expiry Date*, serve notice on the Contractor to extend the *Term* of the Contract by a maximum of [one (1) year] and the *Expiry Date* shall then be extended accordingly.

4. The Parties shall comply with the Service Mobilisation and Transition Plans contained in Schedule 3.

PART 2

PROVISION OF SERVICES

5. The Contractor shall provide the *Services* during the *Term* in accordance with, and subject to, the provisions of the Contract.

Access

6. The Contractor shall:

6.1 have a telephone system with a recording function for incoming and outgoing lines, that stacks calls and allows for the analysis of call data;

6.2 have a telephone introduction message recorded bilingually in Welsh and English that in total lasts no longer than 2 minutes;

6.3 ensure that patients and *care homes* can order *repeatable prescriptions* digitally;

6.4 for the duration of *core hours*, ensure that patients can digitally request a non-urgent appointment or a call back, and that the necessary governance arrangements are in place for this process;

6.5 publicise information via the *practice's online resource* on:

6.5.1 the access requirements specified in this clause 6; and

6.5.2 how patients can:

A. access the Contractor's *Services*; and

B. request an urgent, routine and advanced consultation;

6.6 offer a same day consultation for:

6.6.1 children under 16 with acute presentations; and

6.6.2 patients clinically triaged as requiring an urgent assessment;

6.7 offer pre-bookable appointments to take place during *core hours*; and

6.8 actively signpost patients to appropriate services:

6.8.1 available from the members of the Contractor's *cluster*;

6.8.2 provided or commissioned by the LHB; or

6.8.3 available locally or nationally.

7. The Contractor shall self-declare quarterly that the requirements in clause 6 have been met and if requested be prepared to provide the evidence to the LHB as required.

Attendance at practice premises

8. Subject to clause 9, the Contractor shall take steps to ensure that any patient who:

   8.1 has not previously made an appointment; and

   8.2 attends at the *practice premises* for *unified services* between 8.30am and 6.00pm on a *working day*

   is provided with such services by an appropriate *health care professional* on that day.

9. Clause 8 does not apply where:

   9.1 it is more appropriate for the patient to be referred elsewhere for services under *the Act*; or

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

Attendance outside practice premises

10. Where the medical condition of the patient is such that, in the reasonable opinion of the Contractor, attendance on the patient is required and it would be inappropriate for the patient to attend at the *practice premises*, the Contractor shall provide *Services* to that patient at whichever of the following places is in the Contractor's judgement the most appropriate:

    10.1 the place recorded in the patient's medical records as being the patient's last home address;

    10.2 such other place as the Contractor has informed the patient and the LHB is the place where the Contractor has agreed to visit and treat the patient; or

    10.3 another place in the Contractor's *practice area*.

11. Nothing in this clause or clause 10 prevents the Contractor from:

    11.1 arranging for the referral of a patient without first seeing the patient, in any case where the patient's medical condition makes that course of action appropriate; or

11.2 visiting the patient in circumstances where this clause or clause 10 does not place the Contractor under an obligation to do so.

Newly registered patients

12. Where a patient has been accepted on the *Contractor's list of patients* or assigned to that list by the LHB, the Contractor shall invite the patient to participate in a consultation either at the Contractor's *practice premises* or, if the patient's medical condition so warrants, at one of the places referred to in clause 10. Such an invitation shall be issued within six months of the date of the acceptance of the patient on, or their assignment to, the *Contractor's list of patients*.

13. Where a patient (or, where appropriate, in the case of a patient who is a *child*, the *child's parent*) agrees to participate in a consultation referred to in clause 12 above, the Contractor shall, during the course of that consultation:

    13.1 make such inquiries and undertake such examinations as appear to the Contractor to be appropriate in all the circumstances; and

    13.2 for all newly *registered patients* who have attained the age of 16 years, with the co-operation of the patient, complete the latest version of the national minimum dataset questionnaire issued by the Welsh Ministers in order to secure health screening information.

14. Nothing in clauses 12 or 13 affects the Contractor's other obligations under the Contract in respect of that patient.

Patients not seen within 3 years

15. Where a *registered patient* who:

    15.1 has attained the age of 16 years but has not attained the age of 75 years;

    15.2 requests a consultation with the Contractor; and

    15.3 has not attended either a consultation with, or a clinic provided by, the Contractor within the period of 3 years prior to the date of the request,

    the Contractor shall:

    15.4 provide the patient with a consultation; and

    15.5 during that consultation make such inquiries and undertake such examinations of the patient as the Contractor considers appropriate in all the circumstances.

16. Nothing in clause 15 affects the Contractor's other obligations under the Contract in respect of that patient.

Patients aged 75 years and over

17. Where a *registered patient* who requests a consultation:

    17.1 has attained the age of 75 years; and

    17.2 has not participated in a consultation within the year prior to the date of the request,

    the Contractor shall provide such a consultation during which it shall make such inquiries and undertake such examinations as it considers appropriate in all the circumstances.

18. A consultation under clause 17 shall take place in the home of the patient where, in the reasonable opinion of the Contractor, it would be inappropriate, as a result of the patient's medical condition, for the patient to attend at the *practice premises*.

19. Nothing in clauses 17 or 18 affects the Contractor's other obligations under the Contract in respect of that patient.

Quality Standards for *out of hours services*

20. [Where the Contractor provides *out of hours services* under this Contract the Contractor will (to the extent that they are relevant to the provision of the *Services*) meet the latest standards and quality indicators set out in guidance issued from time to time by the Welsh Government.]

Level of skill and compliance with pathways

21. The Contractor shall, and the Contractor shall ensure that those it employs or engages shall:

    21.1 carry out the Contractor's obligations under the Contract with reasonable care and skill (including, where appropriate, such level of care and skill as would be expected from a competent professional carrying out the relevant obligation) and in any event in accordance with *good practice*; and

    21.2 consider the application of national condition pathways relevant for each patient.

Premises, facilities and equipment

22. The address of each of the *practice premises* (other than the homes of patients or any other premises where *Services* are provided on an emergency basis) to be used by the Contractor or any sub-contractor for the provision of *Services* under the Contract is specified in Part 1A of Schedule 4.

23. Subject to any plan which is included in the Contract pursuant to clause 24, the Contractor shall ensure that *practice premises* used for the provision of the *Services* under the Contract:

    23.1 are suitable for the delivery of those *Services*;

    23.2 are sufficient to meet the reasonable needs of the Contractor's patients; and

    23.3 meet or exceed the minimum standards set out in directions issued by the Welsh Ministers under *the Act* (as if, for these purposes only, the Contractor is a *GMS contractor* and the Contract is a *GMS contract*).

24. [Where, on the date on which the Contract was signed, the LHB is not satisfied that all or any of the *practice premises* specified in clause 22 met the requirements set out in clause 23, the LHB and the Contractor have together drawn up a plan (contained in Part 1B of Schedule 4 to this Contract) which specifies:

    24.1 the steps to be taken by the Contractor to bring the *premises* up to the relevant standard;

    24.2 any financial support that is available from the LHB; and

    24.3 the timescale in which such steps will be taken.

25. The Contractor shall comply with the plan specified in clause 24 and contained in Part 1B of Schedule 4 to this Contract as regards the steps to be taken by the Contractor to meet the requirements in clause 23 and the timescale in which those steps will be taken.]

26. The Contractor shall provide such facilities and equipment as are necessary to enable it properly to perform the *Services*.

Loaned Equipment

27. The Contractor shall satisfy itself that any *Loaned Equipment* (including without limitation that listed in Annex 1 to Part 2 of Schedule 4) is suitable for the purpose intended and the provisions of Part 2 of Schedule 4 shall apply accordingly.

Telephone services

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

    28.1 patients to contact the *practice* for any purpose related to the Contract; or

    28.2 any other person to contact the *practice* in relation to services provided as part of the *health service*,

    starts with the digits 084, 087, 090 or 091 or consists of a *personal number*, unless the service is provided free to the caller.

29. The Contractor shall ensure that its telephone lines are:

    29.1 staffed for the duration of *core hours*, unless any agreement has been reached between the LHB and the Contractor pursuant to paragraph 14 of Part A of Schedule 2 which allows the use of an answer phone message for temporary periods; and

    29.2 answered by appropriately qualified members of the Contractor's staff that are located within the United Kingdom.

Cost of relevant calls

30. The Contractor must not [be a party to or] enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons are not going to have to pay more to make relevant calls to the Contractor's *practice* than they would to make equivalent calls to a geographical number.

31. For the purpose of clause 30:

    (a) "geographical number" means a number which has a geographical area code as its prefix;

    (b) "relevant calls" means calls:

        (i) made by patients to the Contractor's *practice* for any reason related to services provided under the Contract; and

        (ii) made by persons, other than patients, to the *practice* in relation to services provided as part of the *health service*.

Clinical reports

32. Where the Contractor provides any *clinical services*, other than under a private arrangement, to a patient who is not on its list of patients, the Contractor shall, as soon as reasonably practicable, provide a clinical report relating to the consultation, and any treatment provided to the patient, to the LHB.

33. The LHB must send any report received under clause 32:

    33.1 to the person with whom the patient is registered for the provision of *unified services* or their equivalent; or

    33.2 if the person referred to in clause 33.1 is not known to it, the *Local Health Board, Health Board, Integrated Care Board* or *Health and Social Services Board* in whose area the patient is resident unless it is the LHB.

34. Clauses 32 and 33 do not apply to *out of hours services* provided by the Contractor.

Storage of vaccines

35. The Contractor shall ensure that:

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

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

Infection control

36. The Contractor shall ensure that it has appropriate arrangements for infection control and decontamination.

Duty of co-operation in relation to *supplementary services*

37. If the Contractor is not, pursuant to the Contract, providing to its *registered patients* or to persons whom it has accepted as *temporary residents* a particular *supplementary service* the Contractor shall comply with the requirements specified in clause 38.

38. The requirements specified in this clause 38 are that the Contractor shall in *core hours:*

38.1 co-operate, insofar as is reasonable, with any person responsible for the provision of that service or those services; and

38.2 comply with any reasonable request for information from such a person or from the LHB relating to the provision of that service or those services.

39. Nothing in clauses 37 and 38 shall require the Contractor (if it is not providing *out of hours services* under the Contract) to make itself available during the *out of hours period*.

40. If the Contractor ceases to provide a *supplementary service* to its patients the Contractor shall comply with any reasonable request for information relating to the provision of that service, or those services, made by the LHB or by any person with whom the LHB intends to enter into a contract for the provision of such services.

Duty of co-operation in relation to *out of hours services*

41. The Contractor shall:

41.1 ensure that any patient who contacts the Contractor's *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period;

41.2 ensure that the clinical details of all out of hours consultations received from the out of hours provider are reviewed by a clinician within the Contractor's *practice* on the same *working day* as those details are received by the *practice* or, exceptionally, on the next *working day*;

41.3 ensure that any information requests received from the out of hours provider in respect of any out of hours consultations are responded to by a clinician within the Contractor's *practice* on the same day as those requests are received by the Contractor's *practice*, or on the next *working day*;

41.4 take all reasonable steps to comply with any systems which the out of hours provider has in place to ensure the rapid, secure and effective transmission of patient data in respect of out of hours consultations; and

41.5 agree with the out of hours provider a system for the rapid, secure and effective transmission of information about *registered patients* who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the *out of hours period*.

Private services

42. Where the Contractor proposes to provide *private services* in addition to *primary medical services* to persons other than its patients, the provision of such *private services* must take place:

42.1 outside of the hours the Contractor has agreed to provide *primary medical services*; and

42.2 on no part of any *practice premises* in respect of which the LHB has agreed with the Contractor to make payments in relation to the costs of those *practice premises*.

PART 3

WELSH LANGUAGE

43. Where the Contractor provides medical services under the Contract through the medium of Welsh, it must notify the LHB in *writing*.

44. The Contractor shall make available a Welsh language version of any document or form for use by patients and/or members of the public, provided by the LHB.

45. Where the Contractor displays a new sign or notice in connection with medical services provided under the Contract, the text on the sign or notice must be in English and Welsh, and the Contractor may utilise the translation service offered by the LHB for this purpose.

46. The Contractor shall encourage the wearing of a badge, provided by the LHB, by those delivering medical services under the Contract who are Welsh speaking, to convey that they are able to speak Welsh.

47. The Contractor shall encourage those delivering medical services under the Contract to utilise information and/or attend training courses and events provided by the LHB, so that they can develop:

    47.1 an awareness of the Welsh language (including awareness of its history and its role in Welsh culture); and

    47.2 an understanding of how the Welsh language can be used when delivering medical services under the Contract.

48. The Contractor shall encourage those delivering medical services under the Contract to establish and record the Welsh or English language preference expressed by or on behalf of a patient.

PART 4

CLUSTERS AND COLLABORATIVES

Membership of a *cluster*

49. The Contractor must be a member of a *cluster*.

Duty of co-operation: *cluster* working

50. The Contractor shall comply with the requirements in clause 51 where *registered patients* or *temporary residents* are provided with services by the Contractor's *cluster*.

51. The requirements specified in this clause are that the Contractor shall:

    51.1 co-operate, in so far as is reasonable, with any person responsible for the provision of the services;

    51.2 comply in *core hours* with any reasonable request for information from such a person or from the LHB relating to the provision of the services;

    51.3 agree the mandate for the *GP Collaborative* representative at *cluster* meetings and take account of feedback from those *cluster* meetings;

    51.4 take reasonable steps to provide information to its *registered patients* about the services, including information on how to access the services and any changes to them; and

    51.5 ensure engagement in the planning and delivery of local services, as agreed within the *cluster* action plan, which includes suitable arrangements to enable the sharing of data, where appropriate safeguards are met, to support the delivery of the services and discussion of *cluster* funding and budgets.

52. In clauses 50, 51, 55 and 56 "services" means *primary medical services*.

Membership of a GP Collaborative

53. The Contractor must be a member of a *GP Collaborative*.

54. The Contractor shall:

    54.1 appoint at least one *health care professional* with authority to act on the Contractor's behalf in the dealings between the Contractor and the *GP Collaborative* to which the Contractor belongs; and

    54.2 attend at least 4 meetings of the *GP Collaborative* to which the Contractor belongs in each *financial year* (unless agreed otherwise in *writing* by the LHB),

or appoint a senior practice clinician, or where appropriate a senior administrator, employed by the *practice* to attend those meetings and to act on the Contractor's behalf in those meetings.

Contribution to clusters and GP Collaboratives

55. The Contractor shall:

55.1 contribute relevant information, including demand and capacity planning, to the *cluster* plan via the *GP Collaborative*, and the contribution must include information on demand and capacity planning;

55.2 demonstrate how they have engaged in planning and delivery of local services agreed within the *GP Collaborative*'s contribution to the *cluster* plan, including evidence of wide partnership, multi-professional / multi-agency working, and development of integrated services; and

55.3 contribute to delivering specific *cluster*-determined outcomes, including engagement in planning of local initiatives through engagement with the *cluster* via the *GP Collaborative* lead.

Demand and capacity

56. The Contractor is required to engage with a *GP Collaborative* to assist the collaborative in:

56.1 undertaking a population needs assessment of its patients;

56.2 analysing the current services available to the *GP Collaborative* population, identifying any gaps in provision;

56.3 analysing the current numbers and skills of the workforce and its development needs;

56.4 undertaking a measurement of local health needs as determined by the *GP Collaborative*; and

56.5 providing evidence of the demand and capacity assessment undertaken which is to be evidenced in the *cluster* plan.

PART 5

PATIENTS

Persons to whom services are to be provided

57. [Except where specifically stated otherwise in respect of particular services, the] [The] Contractor shall provide the *Services* under the Contract to:

    57.1 *registered patients*;

    57.2 *temporary residents*;

    57.3 persons to whom the Contractor is required to provide immediately necessary treatment under paragraphs 7 and 9 of Part A of Schedule 2; and

    57.4 any other person to whom the Contractor has agreed to provide services under the Contract (including, but not limited to, any persons, or categories of persons, specified in Parts [ ], [C] and [D] of Schedule 2).

Patient registration area

58. The area in respect of which persons resident in it will, subject to any other terms of the Contract relating to patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a *temporary resident*, is specified in [Part E] of Schedule 2.

List of patients

59. The *Contractor's list of* patients is [*open*/*closed*].

60. The LHB shall prepare and keep up to date a list of the patients:

    60.1 who have been accepted by the Contractor for inclusion in its list of patients under clauses 62 to 72 and who have not subsequently been removed from that list under clauses 82 to 118; and

    60.2 who have been assigned to the Contractor under:

        60.2.1 [clause 141.1]; or

        60.2.2 [clause 141.2] [which has not subsequently been overturned by a determination by the Welsh Ministers or by a court].

61. The Contractor shall, upon receipt of a reasonable written request from the LHB:

    61.1 take appropriate steps (including, but not limited to, contacting patients where reasonably necessary to confirm that their patient data is correct) as soon as is

reasonably practicable, to correct and update patient data held on the *practice*'s computerised clinical systems, and where necessary register or deregister patients to ensure that the patient list is accurate; and

61.2 provide information relating to its list of patients to the LHB as soon as is reasonably practicable and, in any event, no later than 30 days from the date on which the request was received by the Contractor, in order to assist the LHB in the exercise of its duties under clause 60.

Application for inclusion in a list of patients

62. Unless clause 76 applies, the Contractor must, 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 its *practice area* or included, at the time of that application, in the list of patients of another *GMS contractor* or provider of *primary medical services*.

63. The Contractor may, if its list of patients is *closed*, only accept an application for inclusion in its list of patients made by or on behalf of a person who is an *immediate family member* of a *registered patient* whether or not that person is resident in the Contractor's *practice area* or included, at the time of that application, in the list of patients of a *GMS contractor* or provider of *primary medical services*.

64. Subject to clause 65, an application for inclusion in the *Contractor's list of patients* must be made by the applicant, or a person authorised by the applicant, submitting to the Contractor an application form (including an electronic application form). The Contractor must not make proof of identification or address a prerequisite for an applicant to be included in the *Contractor's list of patients* (or make an application conditional upon the production of such proof of identification or address).

65. An application may be made:

65.1 where the patient is a *child*, on behalf of the patient by:

65.1.1 by either *parent*, or in the absence of both *parent*s, the guardian or other adult who has care of the *child*;

65.1.2 by a person duly authorised by a *local authority* to whose care the *child* has been committed under the Children Act 1989; or

65.1.3 by a person duly authorised by a voluntary organisation by which the *child* is being accommodated under the provisions of the Children Act 1989; or

65.2 where the patient is an adult who lacks capacity to make the application, or to authorise the 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.

66. Where the Contractor accepts an application for inclusion in its list of patients, the Contractor shall give notice in *writing* to the LHB of that acceptance as soon as possible.

67. On receipt of a notice under clause 66, the LHB shall:

67.1 include the applicant in the *Contractor's list of patients* from the date on which the notice is received; and

67.2 if it is the first time the applicant has been accepted as a *registered patient* by (or assigned by a *Local Health Board* to) a *GMS contractor* or *APMS contractor*, give notice in *writing* of that acceptance to the applicant (or, in the case of a *child* or an adult who lacks capacity, the person making the application on their behalf).

Inclusion in list of patients: armed forces personnel

68. Unless clause 76 applies, the Contractor must, if its list of patients is *open*, include a person to whom clause 69 applies in that list for a period of up to 2 years and clause 110.2 does not apply in respect of any person who is included in the *Contractor's list of patients* by virtue of this clause.

69. This clause applies to a person who is:

69.1 a *serving* member of the *armed forces of the Crown* who has received written authorisation from Defence Medical Services to receive *primary medical services* from the Contractor's *practice*; and

69.2 living or working within the Contractor's *practice area* during the period in respect of which that written authorisation is given.

70. Where the Contractor has accepted a person to whom clause 69 applies onto its list of patients, the Contractor shall:

70.1 obtain a copy of the patient's medical record, or a summary of that record, from Defence Medical Services; and

70.2 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.

71. At the end of the period of 2 years, or on such earlier date as the Contractor's responsibility for the patient has come to an end, the Contractor shall:

71.1 notify Defence Medical Services in *writing* that the Contractor's responsibility for the patient has come to an end; and

71.2 update the patient's medical record, or summary of that record, and return it to Defence Medical Services.

Temporary residents

72. Unless clause 76 applies, the Contractor must if its list of patients is *open* accept a person as a *temporary resident* if that the person is:

72.1 temporarily resident away from their normal place of residence and is not being provided with *unified services* (or their equivalent) under any other arrangement in the locality where that person is temporarily residing; or

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

73. For the purposes of clause 72, a person shall be regarded as temporarily resident in a place if, when that person arrives in that place, they intend to stay there for more than 24 hours but not more than 12 weeks.

74. Where the Contractor wants to terminate its responsibility for a person accepted by it as a *temporary resident* before the end of 12 weeks or such shorter period for which it had agreed to accept that person as a *temporary resident*, the Contractor shall give notice of that fact to the person either orally or in *writing* and the Contractor's responsibility for that person shall cease 7 days after the date on which the notification was given.

75. Where the Contractor's responsibility for a person as a *temporary resident* comes to an end, the Contractor shall give notice in *writing* to the LHB of its acceptance of that person as a *temporary resident*:

75.1 at the end of the period of 12 weeks beginning with the date on which the Contractor accepted that person as a *temporary resident*; or

75.2 if the Contractor's responsibility for that person as a *temporary resident* came to an end earlier than at the end of the 12 week period referred to in clause 75.1, at the end of that period.

Refusal of applications for inclusion in the list of patients or early termination of responsibility for temporary residents

76. The Contractor may only refuse an application made under clauses 62 to 72, or terminate its responsibility for a person accepted by it as a *temporary resident* under clause 74, if it has reasonable grounds for doing so which do not relate to the applicant's race, social class, age, religion or belief, sexual orientation, appearance, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, disability or medical condition.

77. The reasonable grounds referred to in clause 76 may, in the case of applications made under clauses 62 to 67, include the ground that the applicant does not live in the Contractor's *practice area*.

78. If the Contractor refuses an application made under clauses 62 to 75, or terminates its responsibility for a person accepted by it as a *temporary resident* under clause 74, the Contractor shall, within 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 or termination and the reason for it.

79. The Contractor shall:

79.1 keep a written record of:

79.1.1 the refusal of applications made under clauses 62 to 72 and termination of its responsibility for a person accepted by it as a *temporary resident* under clause 74; and

79.1.2 the reasons for that refusal or termination; and

79.2 make such records available to the LHB on request.

Patient preference of practitioner

80. Where the Contractor has accepted an application made under clauses 62 to 72 for inclusion in its list of patients, the Contractor shall record in *writing* any preference expressed by that person or a person making an application on behalf of that person

to receive services from a particular *performer,* either generally or in relation to a specific condition.

81. The Contractor shall endeavour to comply with any reasonable preference expressed under clause 80 but need not do so if the preferred *performer* has reasonable grounds for refusing to provide services to the patient, or does not routinely perform the service in question within the *practice*.

Removals from the list at the request of the patient

82. The Contractor shall notify the LHB in *writing* of any request for removal from its list of patients received from a *registered patient*.

83. Where the LHB receives notification from the Contractor under clause 82, or directly receives a request from the patient to be removed from the *Contractor's list of patients*, the LHB shall remove that person from the *Contractor's list of patients*.

84. A removal under clause 83 shall take effect on whichever is the earlier of:

    84.1 the date on which the LHB is given notice of the registration of the person with another provider of *unified services* (or their equivalent); or

    84.2 14 days after the date on which the notification given under clause 82 or the request made under clause 83 is received by the LHB.

85. The LHB shall, as soon as practicable, notify in *writing*:

    85.1 the person who requested the removal; and

    85.2 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 84.

86. In clauses 82, 83, 84, 85, 87.2, 96, 101, 102, 107, 108 and 114 a reference to a request received from, or advice, information or notification required to be given to, a person shall include a request received from or advice, information or notification required to be given to:

    86.1 in the case of a *child*, any person referred to in clause 65.1; or

    86.2 in the case of an adult patient who lacks capacity to make the relevant request or receive the relevant advice, information or notice, a relative of that person, the *primary carer* of that person, 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

87. Subject to clauses 97 to 103, if the Contractor has reasonable grounds for wanting a patient to be removed from its list of patients which do not relate to the patient's race, social class, age, religion or belief, sexual orientation, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, appearance, disability or medical condition, it shall:

    87.1 notify the LHB in *writing* that it wants to have the patient removed and provide within the notice an explanation of the grounds for the requested removal and why the removal would be reasonable; and

    87.2 subject to clause 88, notify the patient in *writing* of its specific reasons for requesting their removal.

88. Where, in the reasonable opinion of the Contractor, the circumstances of the removal are such that it is not appropriate for a more specific reason to be given, and there has been an irrevocable breakdown in the relationship between the patient and the Contractor, the reason given under clause 87 may consist of a statement that there has been such a breakdown.

89. Except in the circumstances specified in clause 90, the Contractor may only request a removal under clause 87, if, during the period of 1 year ending with the date of the Contractor's request to the LHB, it has warned the patient that they are at risk of removal and explained to them the reasons for this.

90. The circumstances referred to in clause 89 are that:

    90.1 the reason for removal relates to a change of address;

    90.2 the Contractor has reasonable grounds for believing that the giving of a warning under clause 89 would be harmful to the physical or mental health of the patient or would put at risk the safety of one or more of the persons specified in clause 91; or

    90.3 the Contractor considers that it is not otherwise reasonable or practicable for a warning to be given.

91. The persons referred to in clause 90 are:

    91.1 if the Contractor is an individual *medical practitioner*, the Contractor;

91.2 if the Contractor is two or more persons in partnership, a partner in the partnership;

91.3 if the Contractor is a company limited by shares, a person who is both a legal and beneficial owner of shares in that company;

91.4 if the Contractor is an industrial and provident society, a friendly society, a voluntary organisation or any other body, an officer, trustee or any other person concerned with the management of the society, organisation or body;

91.5 a member of the Contractor's staff;

91.6 a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or

91.7 any other person present on the *practice premises* or in the place where services are being provided to the patient under the Contract.

92. The Contractor shall keep a written record of the date of any warning given in accordance with clause 89 and the reasons for giving such a warning as explained to the patient, or the reason why no such warning was given.

93. The Contractor shall keep a written record of removals under clause 87 which shall include the reason for removal, the circumstances of the removal and in cases where clause 88 applies, the grounds for a more specific reason not being appropriate, and the Contractor shall make this record available to the LHB on request.

94. A removal requested in accordance with clause 87 shall, subject to clause 95, take effect from whichever is the earlier of:

94.1 the date on which the LHB is given notice of the registration of that person with another provider of *unified services* (or their equivalent);

94.2 the eighth day after the LHB gives notice to the Contractor of its approval of the removal; or

94.3 the twenty-eighth day after the date on which the LHB receives the notice from the Contractor, if the LHB has neither approved nor rejected the notice during that period.

95. Where, on the date on which the removal would take effect under clause 94, the Contractor is treating the patient at intervals of less than seven days, the Contractor shall give notice in *writing* to the LHB of that fact and the removal takes effect on whichever is the earlier of:

95.1 the eighth day after the LHB is given notice by the Contractor that the person no longer needs such treatment; or

95.2 the date on which the LHB is given notice of the registration of the person with another provider of *unified services* or their equivalent.

96. If a person is to be removed from the *Contractor's list of patients* pursuant to clause 94 or 95 the LHB shall notify in *writing*:

96.1 the person in respect of whom the removal is approved; and

96.2 the Contractor,

that the patient's name has been or is to be removed from the *Contractor's list of patients* on the date referred to in clause 94 or 95.

Removals from the list of patients who are violent

97. Where the Contractor wishes a patient to be removed from its list of patients on the grounds that:

97.1 the patient has committed an act of violence against any of the persons specified in clause 98 or behaved in such a way that any such person has feared for their safety; and

97.2 it has reported the incident to the police,

the Contractor shall give notice to the LHB in accordance with clause 99 requesting that the person be removed from it list of patients.

98. The persons specified in this clause 98 are:

98.1 if the Contract is with an individual *medical practitioner*, that individual;

98.2 if the Contract is with two or more persons in partnership, a partner in that partnership;

98.3 if the Contract is with a company limited by shares, a person who is both a legal and beneficial owner of shares in that company;

98.1 if the Contractor is an industrial and provident society, a friendly society, a voluntary organisation or any other body, an officer, trustee or any other person concerned with the management of the society, organisation or body;

98.2 a member of the Contractor's staff;

98.3 a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or

98.4 any other person present on the *practice premises* or in the place where services were provided to the patient under the Contract.

99. Notification under clause 97 must be in *writing* and include the crime reference number allocated to the incident by the police.

100. A removal requested in accordance with clause 97 shall take effect from whichever is the earlier of:

100.1 the date on which the LHB is given notice of the registration of that person with another provider of *unified services* (or their equivalent);

100.2 the day after the day on which the LHB gives notice to the Contractor of its approval of the removal; or

100.3 the seventh day after the date on which the LHB receives the notice from the Contractor, if the LHB has neither approved nor rejected the notice within that period.

101. Where, pursuant to clauses 97 to 100 the Contractor has given notice to the LHB that it wants to have a patient removed from its list of patients and that request has taken effect under clause 100, the Contractor shall inform that person of that fact unless:

101.1 it is not reasonably practicable for the Contractor to do so; or

101.2 the Contractor has reasonable grounds for believing that to do so would be harmful to the physical or mental health of the patient or would put at risk the safety of one or more of the persons specified in clause 98.

102. Where a patient is removed from the *Contractor's list of patients* in accordance with clause 100, the LHB shall give written notice of the removal to that patient.

103. Where a patient is removed from the *Contractor's list of patients* in accordance with clauses 97 to 102, the Contractor shall record in the patient's medical records that the patient has been removed under clauses 97 to 102 and the circumstances leading to the removal.

Removal from list if patients registered elsewhere

104. The LHB must remove a patient from the *Contractor's list of patients* if:

    104.1 that patient has subsequently been registered with another provider of *unified services* (or their equivalent) in the area of the LHB; or

    104.2 it has received notice from another *Local Health Board*, NHS England, a *Health Board* or a *Health and Social Care Trust* that the patient has subsequently been registered with a provider of *unified services* (or their equivalent) outside the area of the LHB.

105. A removal in accordance with clause 104 shall take effect:

    105.1 on the date on which the LHB is given notice of the patient's registration with the new provider; or

    105.2 with the consent of the LHB, on such other date as has been agreed between the Contractor and the new provider.

106. The LHB shall notify the Contractor in *writing* of persons removed from its list of patients under clause 104.

Removals from the list of patients who have moved

107. Subject to clause 108, where the LHB is satisfied, or is notified by the Contractor, that a person on the *Contractor's list of patients* has moved and no longer resides in that Contractor's *practice area*, the LHB shall:

    107.1 inform that patient and the Contractor that the Contractor is no longer obliged to visit and treat the patient;

    107.2 advise the patient in *writing* 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 *unified services* (or their equivalent); and

    107.3 inform the patient that if, after the period of 30 days beginning with the date on which the advice referred to in clause 107.2 was given, the patient has not acted in accordance with that advice and informed the LHB accordingly, the LHB will remove them from the *Contractor's list of patients*.

108. If, at the expiration of the period of 30 days referred to in clause 107.3, the LHB has not been informed by the person of the action taken, the LHB shall remove the patient

from the *Contractor's list of patients* and inform the patient and the Contractor accordingly.

Removal from the list of patients whose address is unknown

109. Where the address of a patient who is on the *Contractor's list of patients* is no longer known to the LHB and the LHB reasonably believes this is not due to the patient being unable to provide proof of their address, the LHB may:

109.1 give to the Contractor notice in *writing* that it intends, at the end of the period of six months commencing with the date on which the notice was given, to remove the patient from the *Contractor's list of patients*; and

109.2 at the end of that period, remove the patient from the *Contractor's list of patients* unless, within that period, the Contractor satisfies the LHB that it is still responsible for providing *unified services* to that patient.

Removals from the list of patients absent from the United Kingdom etc

110. The LHB shall remove a patient from the *Contractor's list of patients* where it receives notification that that patient:

110.1 intends to be away from the United Kingdom for a period of at least 12 weeks;

110.2 is in the *armed forces of the Crown* (except in the case of a patient to which clauses 68 to 71 apply);

110.3 is serving a term of imprisonment of more than 2 years or more than one term of imprisonment totalling in the aggregate more than 2 years;

110.4 has been absent from the United Kingdom for a period of more than 12 weeks; or

110.5 has died.

111. A removal in accordance with clause 110 shall take effect:

111.1 in the cases referred to in clause 110.1 to 110.3 whichever is the later of:

111.1.1 the date of the person's departure, enlistment or imprisonment; or

111.1.2 the date on which the LHB first receives notification of the person's departure, enlistment or imprisonment;

111.2 in the cases referred to in clause 110.4 and 110.5 from the date on which the LHB is given notice of the person's absence or death.

112. The LHB shall notify the Contractor in *writing* of patients removed from its list of patients under clause 110.

Removals from the list of patients accepted elsewhere as temporary residents

113. The LHB shall remove from the *Contractor's list of patients* a patient who has been accepted as a *temporary resident* by a *GMS contractor* or other provider of *unified services* (or their equivalent) where the LHB is satisfied, after due inquiry:

113.1 that the patient's stay in the place of temporary residence has exceeded 12 weeks; and

113.2 that the patient has not returned to their normal place of residence or to any other place within the Contractor's *practice area*.

114. The LHB shall give notice in *writing* of the removal of a person from the *Contractor's list of patients* under clause 113 to the Contractor and, where practicable, to that person.

115. A notification to the patient under clause 114 shall inform the person of:

115.1 their entitlement to make arrangements for the provision to them of *unified services* (or their equivalent), including by the Contractor by whom they have been treated as a *temporary resident*; and

115.2 the name, postal and email address and telephone number of the LHB.

Removals from the list of pupils etc of a school

116. Where the Contractor provides *unified services* under the Contract to persons on the grounds that they are pupils at, or staff or residents of, a school, the LHB shall remove from the *Contractor's list of patients* any such persons who do not appear on particulars provided by that school of persons who are pupils at, or staff or residents of, that school.

117. Where the LHB has made a request to a school to provide the particulars mentioned in clause 116 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 or residents of, that school.

118. The LHB shall notify the Contractor in *writing* of patients removed from its list of patients under clause 116.

Termination of responsibility for patients not registered with the Contractor

119. Where the Contractor:

119.1 has received an application for the provision of medical services other than *unified services*:

119.1.1 from a person who is not included (and who is not applying to be included) in its list of patients;

119.1.2 from a person whom it has not accepted as a *temporary resident*; or

119.1.3 on behalf of a person mentioned in clause 119.1.1 or 119.1.2, from one of the persons specified in clause 65; and

119.2 has accepted the person making the application or on whose behalf the application is made as a patient for the provision of the service in question,

the Contractor's responsibility for that patient terminates in the circumstances referred to in clause 120.

120. The circumstances referred to in this clause are:

120.1 the Contractor is informed that the person no longer wishes the Contractor to be responsible for provision of the service in question; or

120.2 it comes to the Contractor's attention that the patient:

120.2.1 no longer resides in the area for which the Contractor has agreed to provide the service in question; or

120.2.2 is no longer included in the list of patients of another *primary medical services contractor* to whose registered patients the Contractor has agreed to provide that service.

121. The Contractor shall keep a written record of terminations under clauses 119 and 120 and of the reasons for them and shall make this record available to the LHB on request.

Application for closure of list of patients

122. Where the Contractor wishes to close its list of patients, the Contractor must send a written application to that effect ("the Application") to the LHB and the Application must include the following details:

122.1 the period of time, being a period of not less than 12 weeks and not more than 1 year, during which the Contractor proposes its list of patients is to be *closed*;

122.2 the current number of the Contractor's *registered patients*;

122.3 the number of *registered patients* (lower than the current number of such patients, and expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 122.2) which, if that number were reached, would trigger the re-opening of the *Contractor's list of patients*;

122.4 the number of *registered patients* (expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 122.2) which, if that number were reached, would trigger the re-closure of the *Contractor's list of patients*;

122.5 any withdrawal from or reduction in provision of any *supplementary services* which had previously been provided under the Contract; and

122.6 any other information which the Contractor considers ought to be drawn to the attention of the LHB.

123. The LHB must:

123.1 acknowledge receipt of the Application within a period of 7 days starting on the date the Application was received by the LHB; and

123.2 consider the Application and may request such other information from the Contractor which it requires to enable it to determine the Application.

124. The LHB must enter into discussions with the Contractor concerning:

124.1 the support which the LHB may give the Contractor; or

124.2 changes which the LHB or Contractor may make,

which would enable the Contractor to keep its list of patients *open*.

125. The LHB and Contractor must, throughout the periods of the discussions referred to in clause 124, use reasonable endeavours to achieve the aim of keeping the *Contractor's list of patients open*.

126. The LHB or the Contractor may, at any stage during the discussions, invite the *Local Medical Committee* (if there is one) for the area in which the Contractor provides

services under the Contract to attend any meetings arranged between the LHB and Contractor to discuss the Application.

127. The LHB may consult such persons as it appears to the LHB may be affected by the closure of the *Contractor's list of patients*, and if the LHB does so, the LHB must provide the Contractor with a summary of the views expressed by those consulted in respect of the Application.

128. The LHB must enable the Contractor to consider and comment on all the information before the LHB makes a decision in respect of the Application.

129. The Contractor may withdraw its Application at any time before the LHB makes a decision in respect of that Application.

130. Within a period of 21 days starting on the date on which the Application was received by the LHB (or within such longer period as the Parties may agree), the LHB must make a decision:

130.1 to approve the Application and determine the date from which the closure of the *Contractor's list of patients* is to take effect; or

130.2 to reject the Application.

131. The LHB must notify the Contractor of its decision to:

131.1 approve the Application in accordance with clauses 133 to 135; or

131.2 reject the Application in accordance with clauses 136 to 138.

132. The Contractor may not submit more than one application to close its list of patients in any period of 1 year starting on the date on which the LHB makes its decision on the Application unless:

132.1 clause 138 applies; or

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

Approval of an application to close a list of patients

133. Where the LHB approves an application to close a list of patients, it must:

133.1 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 134; and

133.2 at the same time as the LHB gives notice to 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 (if any) and to any person it consulted in accordance with clause 127.

134. The closure notice must include:

134.1 the period of time for which the *Contractor's list of patients* is to be *closed* which must be:

134.1.1 the period specified in the application to close the list of patients; or

134.1.2 in the case where the LHB and Contractor have agreed in *writing* a different period, that different period,

and in either case, the period must be not less than 12 weeks and not more than 1 year;

134.2 the date on which the closure of the list of patients is to take effect (the "closure date"); and

134.3 the date on which the list of patients is to re-*open*.

135. Subject to clause 139, the Contractor must close its list of patients with effect from the closure date and the list of patients must remain *closed* for the duration of the closure period as specified in the closure notice.

Rejection of an application to close a list of patients

136. Where the LHB rejects an application to close the *Contractor's list of patients* it must:

136.1 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

136.2 at the same time as it notified the Contractor, send a copy of the notification to the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract and to any person it consulted in accordance with clause 127.

137. Subject to clause 138, if a LHB makes a decision to reject the Contractor's application to close a list of patients, the Contractor must not make any further application to close its list of patients until whichever is the later of:

137.1 the end of the period of 12 weeks, starting on the date of the decision of the LHB to reject; or

137.2 in a case where a dispute arising from the LHB's decision to reject the application has been referred to the *NHS dispute resolution procedure,* the end of the period of 12 weeks beginning with the date on which a final determination to reject the application was made in accordance with that procedure (or any court proceedings).

138. The Contractor may make a further application to close its list of patients where there has been a material change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.

Re-opening of list of patients

139. The Contractor may re-*open* its list of patients before the expiry of the closure period if the LHB and Contractor agree that the Contractor should re-*open* its list of patients.

Assignment of patients to lists of patients

140. Clauses 140 to 154 apply in respect of the assignment by the LHB of:

140.1 a person as a new patient to the *Contractor's list of patients* where that person:

140.1.1 has been refused inclusion in the contractor's list of patients of a *primary medical services contractor* or has not been accepted as a temporary resident by a *primary medical services contractor;* and

140.1.2 would like to be included in the list of patients of a *primary medical services contractor* within the area of the *Local Health Board* in which that person resides; or

140.2 any person who is part of a list dispersal resulting from the closure of a practice where that person:

140.2.1 has not registered with another *primary medical services contractor*; and

140.2.2 would like to be included in the list of patients of a *primary medical services contractor* within the area of the *Local Health Board* in which that person resides; or

140.3 any person who is part of a list dispersal resulting from the closure of a practice where that person has not registered with another *primary medical services contractor* and the LHB has been unable to contact that person.

In this clause 140, "list dispersal" means the allocation of patients from a contractor's list of patients of a *primary medical services contractor* by a *Local Health Board* following termination of a *primary medical services contract* or during the period set out in the notice of termination or agreement to terminate.

Assignment of patients to lists: open and closed lists

141. The LHB may, subject to clause 144:

141.1 assign a new patient to the Contractor if its list of patients is *open*; and

141.2 only assign a new patient to the Contractor if its list of patients is *closed* in the circumstances specified in clause 143.

142. The LHB and Contractor agree that paragraphs 45(5) to (9) and 46(5) to (17) of Schedule 3 to *the Regulations* shall, as far as possible, apply to this Contract as if (for these purposes only) this Contract is a *GMS contract* and references in this Contract to those paragraphs shall be construed accordingly.

143. The circumstances specified in this clause 143 are where:

143.1 the *assessment panel* has determined under paragraph 45(7) of Schedule 3 to *the Regulations* that new patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of the Welsh Ministers under paragraph 46(13) of Schedule 3 to *the Regulations* or (where applicable) by a court; and

143.2 the LHB has entered into discussions with the Contractor regarding the assignment of new patients if such discussions are required under clauses 152 to 154.

Factors relevant to assignments

144. In making an assignment to the Contractor under clause 141, the LHB must have regard to:

144.1 the preferences and circumstances of the patient to be assigned;

144.2 the distance between the patient's place of residence and the Contractor's *practice premises*;

144.3 any request made by any *primary medical services contractor* to remove the patient from its list of patients within the preceding period of 6 months starting on the date on which the application for assignment is received by the LHB;

144.4 whether, during the preceding period of 6 months starting on the date on which the application for assignment is received by the LHB, the patient has been removed from a list of patients on the grounds referred to in:

144.4.1 paragraph 29 of Schedule 3 to *the Regulations* (removal from the list at the request of the Contractor);

144.4.2 paragraph 30 of Schedule 3 to *the Regulations* (removal from the list of patients who are violent); or

144.4.3 the equivalent provisions to those clauses in relation to arrangements made under section 41(2) of *the Act*;

144.5 in a case to which clause 144.4.2 (or the equivalent provisions mentioned in clause 144.4.3) applies, whether the Contractor has appropriate facilities to deal with such patients; and

144.6 such other matters as the LHB considers relevant.

Assignments to closed lists: composition and determinations of the assessment panel

145. If the LHB wishes to assign a new patient to the Contractor where the *Contractor's list of patients* is *closed*, it must prepare a proposal to be considered by the *assessment panel*.

146. The LHB must give notice in *writing* that it has referred the matter to the *assessment panel* to:

146.1 *primary medical services contractors*, including those contractors who provide *primary medical services* under arrangements made under section 41(2) of *the Act*, which:

146.1.1 have *closed* their list of patients; and

146.1.2 may, in the opinion of the LHB, be affected by the determination of the *assessment panel*; and

146.2 *the Local Medical Committee* (if any) for the area in which the contractors referred to in clause 146.1 provide *unified services* (or their equivalent).

147. The LHB must ensure that the *assessment panel* is appointed to consider and determine the proposal made under clause 145, and the composition of the *assessment panel* must be as described in clause 148.

148. The members of the *assessment panel* must be:

148.1 the Chief Executive of the LHB;

148.2 a person representative of patients in an area other than that of the LHB; and

148.3 a person representative of a *Local Medical Committee* which does not represent practitioners in the area of the LHB.

Assignments to *closed* lists: *NHS dispute resolution procedure* relating to determinations of the *assessment panel*

149. Where the *assessment panel* makes a determination in accordance with paragraph 45(7) of Schedule 3 to *the Regulations* that the LHB may assign new patients to *primary medical services contractors* which have *closed* their lists of patients, and the Contractor is specified in that determination, the Contractor may refer the matter to the Welsh Ministers to review the determination.

150. Where, pursuant to clause 149, the Contractor wishes to refer the matter to the Welsh Ministers either by itself or jointly with other *primary medical services contractors* specified in the determination of the *assessment panel*, it must, either by itself or together with the other *primary medical services contractors*, within the period of 7 days beginning with the date of the determination of the *assessment panel*, send to the Welsh Ministers a written request for dispute resolution which shall include or be accompanied by:

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

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

150.3 a brief statement describing the nature of and circumstances giving rise to the dispute.

151. Where a matter is referred to the Welsh Ministers in accordance with paragraph 46 of Schedule 3 to *the Regulations*, it shall be reviewed in accordance with the procedure specified in that paragraph.

Assignment to *closed* lists: assignments of patients by the LHB

152. Before the LHB may assign a new patient to the Contractor, it must, subject to clause 154, enter into discussions with the Contractor regarding additional support that the LHB can offer the Contractor.

153. In the discussions referred to in clause 152, both Parties shall use reasonable endeavours to reach agreement.

154. The requirement in clause 152 to enter into discussions applies:

154.1 to the first assignment of a patient to the Contractor; and

154.2 to any subsequent assignment to the 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 152 took place.

PART 6

PRESCRIBING AND DISPENSING

155. The Contractor shall comply (as if, for these purposes only, this Contract is a *GMS contract* and the Contractor is a *GMS contractor*) with any directions given by the Welsh Minsters for the purposes of section 46 of *the Act* as to the drugs, medicines or other substances which may or may not be ordered for patients in the provision of medical services under the Contract.

Prescribing

156. The Contractor shall ensure that:

    156.1 any *prescription form* or *repeatable prescription* for drugs, medicines or *appliances* issued by a *prescriber*; and

    156.2 any *home oxygen order form* issued by a *health care professional*,

    complies as appropriate with the requirements in this Part 6.

157. In this Part, a reference to “drugs” includes contraceptive substances and a reference to “appliances” includes contraceptive appliances.

Orders for drugs, medicines and appliances

158. Subject to clauses 159 and 161 and to the restrictions on prescribing in clauses 195 to 206 a *prescriber* shall order any drugs, medicines or *appliances* which are needed for the treatment of any patient who is receiving treatment under the Contract by:

    158.1 issuing to the patient a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 163; or

    158.2 creating and transmitting an *electronic prescription* in circumstances to which clause 171 applies

    and a *non-electronic prescription form, non-electronic repeatable prescription* or *electronic prescription* that is for *health service* use must not be used in any other circumstances.

159. If, on a particular occasion when a drug, medicine or *appliance* is needed as mentioned in clause 158:

    159.1 the *prescriber* is able, without delay, to order the drug, medicine or *appliance* by means of an *electronic prescription*;

159.2 the *Electronic Prescription Service* software that the *prescriber* would use for that purpose provides for the creation and transmission of *electronic prescriptions* without the need for a *nominated dispenser*; and

159.3 none of the reasons for issuing a *non-electronic prescription form* or a *non-electronic repeatable prescription* given in clause 160 apply,

the *prescriber* must create and transmit an *electronic prescription* for that drug, medicine or *appliance*.

160. The reasons given in this clause are:

160.1 although the *prescriber* is able to use the *Electronic Prescription Service*, the *prescriber* is not satisfied that:

160.1.1 the access that the *prescriber* has to the *Electronic Prescription Service* is reliable; or

160.1.2 the *Electronic Prescription Service* is functioning reliably;

160.2 the patient, or where appropriate the patient's *authorised person*, informs the *prescriber* that the patient wants the option of having the prescription dispensed elsewhere than in Wales; or

160.3 the patient, or where appropriate the patient's *authorised person*, insists on the patient being issued with a *non-electronic prescription form* or a *non-electronic repeatable prescription* for a particular prescription and in the professional judgement of the *prescriber* the welfare of the patient is likely to be in jeopardy unless a *non-electronic prescription form* or a *non-electronic repeatable prescription* is issued.

161. A *health care professional* shall order any *home oxygen services* which are needed for the treatment of any patient who is receiving treatment under the Contract by issuing a *home oxygen order form*.

162. 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.

163. In issuing any *non-electronic prescription form* or *non-electronic repeatable prescription* the *prescriber* shall:

163.1 sign the *prescription form* or *repeatable prescription* in ink in the *prescriber's* own handwriting, and not by means of a stamp, with the *prescriber's* initials, or forenames and surname; and

163.2 only sign the *prescription form* or *repeatable prescription* after particulars of the order have been inserted in the *prescription form* or *repeatable prescription*.

164. A *prescription form* or *repeatable prescription* shall not refer to any previous *prescription form* or *repeatable prescription*.

165. 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 207 to 209.

166. A *home oxygen order form* shall be signed by a *health care professional*.

167. Where a *prescriber* orders the drug buprenorphine or diazepam or a drug specified in Part 1 of Schedule 2 to the Misuse of Drugs Regulations 2001 (controlled drugs to which regulations 14 to 16, 16A, 18 to 21, 23, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that Schedule, the *prescriber* shall:

167.1 use only the *prescription form* provided specially for the purposes of supply by instalments;

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

167.3 order only such quantity of the drug as provides treatment for a period not exceeding 14 days.

168. The *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 167.

169. In an urgent case, a *prescriber* may request an *NHS pharmacist* to dispense a drug or medicine before a *prescription form* or *repeatable prescription* is issued or created, only if:

169.1 that drug or medicine is not a *Scheduled drug*;

169.2 the drug is not a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Part 1 of Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the

requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001; and

169.3 the *prescriber* undertakes to:

169.3.1 provide the *NHS pharmacist*, within 72 hours beginning with the time of the request, with a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 163, or

169.3.2 transmit an *electronic prescription* by the *Electronic Prescription Service* within 72 hours, beginning with the time of the request.

170. In an urgent case, a *prescriber* may request an *NHS pharmacist* to dispense an *appliance* before a *prescription form* or *repeatable prescription* is issued or created, only if:

170.1 the *appliance* does not contain a *Scheduled drug* or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26);

170.2 where the *appliance* is a *restricted availability appliance*, the patient is a person or the *appliance* is for a purpose specified in the *Drug Tariff*; and

170.3 the *prescriber* undertakes to:

170.3.1 provide the *NHS pharmacist*, within 72 hours beginning with the time of the request, with a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 163; or

170.3.2 transmit an *electronic prescription by* the *Electronic Prescription Service* within 72 hours, beginning with the time of the request.

Electronic prescriptions

171. A *prescriber* may only order drugs, medicines or *appliances* by means of an *electronic prescription* if the prescription is not:

    171.1 for a controlled drug within the meaning of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedules 2 to 5 to the Misuse of Drugs Regulations 2001; or

    171.2 a bulk prescription issued for a school or institution under clauses 207 to 209.

172. If a *prescriber* orders a drug, medicine or *appliance* by means of an *electronic prescription*, the *prescriber* must issue the patient with:

    172.1 subject to clause 174, an *EPS token*; and

    172.2 if the patient, or where appropriate the patient's *authorised person*, so requests, a written record of the prescription that has been created.

173. On and after the Contractor's EPS go live date, if the order is eligible for *Electronic Prescription Service* use, the *prescriber* must ascertain if the patient, or where appropriate the patient's *authorised person*, wants to have the *electronic prescription* dispensed by a *nominated dispenser*.

174. The *prescriber* must not issue the patient with an *EPS token* if the patient, or where appropriate the patient's *authorised person*, wants to have the *electronic prescription* dispensed by a *nominated dispenser*.

175. A *health care professional* may not order *home oxygen services* by means of an *electronic prescription*.

Nomination of dispensers for the purposes of *electronic prescriptions*

176. If the Contractor is authorised to use the *Electronic Prescription Service* for its patients it must, if a patient, or where appropriate the patient's *authorised person*, so requests, enter into the particulars relating to that patient which are held in the Welsh Demographic Service managed by *Digital Health and Care Wales* or the Personal Demographic Service managed by NHS England:

    176.1 where the patient does not have a *nominated dispenser*, the *dispenser* chosen by that patient or where appropriate the patient's *authorised person*; and

    176.2 where the patient does have a *nominated dispenser*:

176.2.1 a replacement *dispenser*; or

176.2.2 a further *dispenser*,

chosen by that patient or where appropriate the patient's *authorised person*.

177. Clause 176.2.2 shall not apply if the number of the *nominated dispensers* would thereby exceed the maximum number permitted by the *Electronic Prescription Service*.

178. The Contractor:

178.1 shall not seek to persuade a patient or a patient's *authorised person* to nominate a *dispenser* recommended by the *prescriber* or the Contractor; and

178.2 shall, if asked by a patient or a patient's *authorised person* to recommend an *NHS pharmacist* whom the patient or the patient's *authorised person* might nominate as the patient's *dispenser,* provide the patient or, as the case may be, the patient's *authorised person* with the list given to the Contractor by the LHB containing all *NHS pharmacists* in the area who provide an *Electronic Prescription Service*.

Repeatable prescribing services

179. The Contractor may only provide *repeatable prescribing services* to a person on its list of patients if the Contractor:

179.1 satisfies the conditions in clause 0; and

179.2 has notified the LHB of its intention to provide *repeatable prescribing services* in accordance with clauses 181 and 182.

179A The Contractor shall enable the repeat prescribing functionality within the NHS Wales App, to allow patients to order *repeatable prescriptions*.

180. The conditions referred to in clause 179 are:

180.1 the Contractor has access to computer systems and software which enable it to issue *non-electronic repeatable prescriptions* and *batch issues*; and

180.2 the *practice premises* at which the *repeatable prescribing services* are to be provided are located in an area of the LHB in which there is also located the *premises* of at least one *NHS pharmacist* who has undertaken to provide, or has entered into an arrangement to provide, *repeat dispensing services*.

181. The notification referred to in clause 179.2 is a notification, in *writing*, by the Contractor to the LHB that it:

181.1 wishes to provide *repeatable prescribing services*;

181.2 intends to begin to provide those services from a date specified in the notification; and

181.3 satisfies the conditions in clause 184.

182. The date specified by the Contractor under clause 181.2 must be at least ten days after the date on which the notification specified in clause 179.2 is given.

183. Nothing in clauses 179 to 186 requires the Contractor or *prescriber* to provide *repeatable prescribing services* to any person.

184. A *prescriber* may only provide *repeatable prescribing services* to a person on a particular occasion if:

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

184.2 the *prescriber* considers that it is clinically appropriate to provide such services to that person on that occasion.

185. The Contractor may not provide *repeatable prescribing services* to any person on its list of patients to whom any person specified in clause 186 is authorised or required by the LHB to provide *pharmaceutical services* in accordance with arrangements under section 80 (arrangements for pharmaceutical services) and section 86 (persons authorised to provide pharmaceutical services) of *the Act*.

186. The persons referred to in clause 185 are:

186.1 [in the case of a Contract with an individual *medical practitioner*, that *medical practitioner*;

186.2 in the case of a Contract with two or more persons in partnership, any *medical practitioner* who is a partner;

186.3 in the case of a Contract with a company limited by shares, any *medical practitioner* who is both a legal and beneficial shareholder in that company;

186.4 in the case of a Contract with an industrial and provident society, a friendly society, a voluntary organisation or any other body, any *medical practitioner* who is an officer, trustee or any other person concerned with the management of the society, organisation or body; or]

186.5 any *medical practitioner* employed by the Contractor.

Repeatable prescriptions

187. A *prescriber* who issues a *non-electronic repeatable prescription* must at the same time issue the appropriate number of *batch issues*.

188. Where a *prescriber* wants to make a change to the type, quantity, strength or dosage of drugs, medicines or *appliances* ordered on a person's *repeatable prescription* the *prescriber* must:

188.1 in the case of a *non-electronic repeatable prescription:*

188.1.1 give notice to the person; and

188.1.2 make reasonable efforts to give notice to the *NHS pharmacist* providing *repeat dispensing services* to that person,

that the original *repeatable prescription* is no longer to be used to obtain or provide *repeat dispensing services* and make arrangements for a replacement *repeatable prescription* to be issued to that person; or

188.2 in the case of an *electronic repeatable prescription:*

188.2.1 arrange with the *Electronic Prescription Service* for the cancellation of the original *repeatable prescription*; and

188.2.2 create a replacement *repeatable prescription* in respect of the person and give notice to the person that this has been done.

189. Where a *prescriber* has created an *electronic repeatable prescription* for a person, the *prescriber* must, as soon as practicable, arrange with the *Electronic Prescription Service* for its cancellation if, before the expiry of that prescription:

189.1 the *prescriber* considers that it is no longer appropriate or safe for that person to:

189.1.1 receive the drugs, medicines or *appliances* ordered on the person's *electronic repeatable prescription;* or

189.1.2 continue to receive *repeatable prescribing services*;

189.2 the *prescriber* has issued the person with a *non-electronic repeatable prescription* in place of the *electronic repeatable prescription*; or

189.3 it comes to the *prescriber's* notice that the person on whose behalf the prescription was issued has been removed from the list of patients of the Contractor.

190. Where a *prescriber* has cancelled an *electronic repeatable prescription* in respect of a person in accordance with clause 189, the *prescriber* must give notice of the cancellation to the person as soon as possible.

191. A *prescriber* who has issued a *non-electronic repeatable prescription* in respect of a person must, as soon as possible, make reasonable efforts to give notice to the *NHS pharmacist* that that *repeatable prescription* must no longer be used to provide *repeat dispensing services* to that person, if, before the expiry of that *repeatable prescription*:

191.1 the *prescriber* considers that it is no longer appropriate or safe for the person to:

191.1.1 receive the drugs, medicines or *appliances* ordered on the person's *repeatable prescription;* or

191.1.2 continue to receive *repeatable prescribing services*;

191.2 *the prescriber* 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 188 (for example, because the person wants to obtain the drugs, medicines or *appliances* from a different *NHS pharmacist*); or

191.3 it comes to the *prescriber's* notice that the person on whose behalf the prescription was issued has been removed from the list of patients of the Contractor.

192. Where the circumstances in clauses 191.1 to 191.3 apply in respect of a person, the *prescriber* must, as soon as possible, give notice to that person that their *repeatable prescription* must no longer be used to obtain *repeat dispensing services*.

Prescribing for electronic repeat dispensing

193. Subject to clauses 158 to 175, 179 to 186 and 188.2 to 190, where a *prescriber* orders a drug, medicine or *appliance* by means of an *electronic repeatable prescription*, the *prescriber* must issue the *prescription* in a format appropriate for electronic repeat dispensing where it is clinically appropriate to do so for that patient on that occasion.

194. In clause 193, “electronic repeat dispensing” means dispensing as part of *pharmaceutical services* or *local pharmaceutical services* which involves the provision of drugs, medicines or *appliances* in accordance with an *electronic repeatable prescription*.

Restrictions on prescribing by medical practitioners

195. A *medical practitioner*, in the course of treating a patient to whom the practitioner is providing treatment under the Contract, must comply with clauses 196 to 201.

196. The *medical practitioner* must not order on a listed medicines voucher, a *prescription form* or a *repeatable prescription,* drugs, medicines or other substances specified in any directions given by the Welsh Ministers in regulations made under section 46 of *the Act* (GMS contracts: prescription of drugs etc) as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services (such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*).

197. The *medical practitioner* must not order on a listed medicines voucher, a *prescription form* or *repeatable prescription* drugs, medicines or other substances specified in any directions given by the Welsh Ministers under section 46 of *the Act* (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which can only be ordered for specified patients and for specified purposes unless:

    197.1 the patient is a person of the specified description;

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

    197.3 if the order is on a *prescription form*, the practitioner includes on the form the reference **“**SLS**”**

    (such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*).

198. The *medical practitioner* must not order on a *prescription form* or *repeatable prescription* a *restricted availability appliance* unless:

    198.1 the patient is a person, or the *restricted availability appliance* is for a purpose, specified in the *Drug Tariff*; and

    198.2 the practitioner includes on the *prescription form* the reference **“**SLS**”**.

199. The *medical practitioner* shall not order on a *repeatable prescription* a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001.

200. Subject to clause 352.1.2 and 201, nothing in clauses 195 to 199 prevents a *medical practitioner*, in the course of treating a patient to whom this clause refers, 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 (which relates to controlled drugs and their classification for the purposes of that Act), for the treatment of that patient under a private arrangement.

201. Where, under clause 200, a drug, medicine or other substance is prescribed under a private arrangement, if the order is to be transmitted as an *electronic communication* to an *NHS pharmacist* for the drug, medicine or *appliance* to be dispensed:

    201.1 if the order is not for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 16A, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it may be transmitted by the *Electronic Prescription Service*; but

    201.2 if the order is for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 16A, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it must be transmitted by the *Electronic Prescription Service*.

Restrictions on prescribing by supplementary prescribers

202. The Contractor shall have arrangements in place to secure that an individual who is a *supplementary prescriber* may:

    202.1 issue or create a prescription for a *prescription only medicine*;

202.2 administer a *prescription only medicine* for parenteral administration; or

202.3 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 203.

203. The conditions referred to in clause 202 are that:

203.1 the individual satisfies the applicable conditions set out in regulation 215 of the Human Medicines Regulations 2012 (prescribing and administration by *supplementary prescriber*s), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;

203.2 the drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of *the 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 (such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*); and

203.3 the drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

203.3.1 the patient is a person of the specified description;

203.3.2 the medicine is prescribed for that patient only for the specified purposes; and

203.3.3 if the *supplementary prescriber* is giving a prescription, he or she endorses the face of the form with the reference “SLS”

(such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*).

204. Where the functions of a *supplementary prescriber* include prescribing, the Contractor shall have arrangements in place to secure that that person may only give a prescription for:

204.1 an *appliance*; or

204.2 a medicine which is not a *prescription only medicine*,

as a *supplementary prescriber* under the conditions set out in clause 205.

205. The conditions referred to in clause 204 are that:

205.1 the *supplementary prescriber* acts in accordance with a clinical management plan which is in effect at the time the *supplementary prescriber* acts and which contains the following particulars:

205.1.1 the name of the patient to whom the plan relates;

205.1.2 the illness or conditions which may be treated by the *supplementary prescriber*;

205.1.3 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;

205.1.4 reference to the class or description of medicines or types of *appliances* which may be prescribed or administered under the plan;

205.1.5 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;

205.1.6 relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or *appliances*;

205.1.7 the arrangements for notification of:

A. 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;

B. 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

205.1.8 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;

205.2 the *supplementary prescriber* 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;

205.3 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 Welsh Ministers under section 46 of *the Act* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services (such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*);

205.4 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 Welsh Ministers under section 46 of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

205.4.1 the patient is a person of the specified description;

205.4.2 the medicine is prescribed for that patient only for the specified purposes; and

205.4.3 when giving the prescription, the *supplementary prescriber* endorses the face of the form with the reference **"**SLS**"**

(such directions / regulations applying as if, for these purposes only, the Contractor is a *GMS contractor* and this Contract is a *GMS contract*);

205.5 if it is a prescription for an *appliance*, the *appliance* is listed in Part 9 of the *Drug Tariff*; and

205.6 if it is a prescription for a *restricted availability appliance*:

205.6.1 the patient is a person of a description mentioned in the entry in Part 9 of the *Drug Tariff* in respect of that *appliance*;

205.6.2 the *appliance* is prescribed only for the purposes specified in respect of that person in that entry; and

205.6.3 when giving the prescription, the *supplementary prescriber* endorses the face of the form with the reference **"**SLS**"**.

206. In clause 205.1, "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:

206.1 the patient to whom the plan relates;

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

206.3 any *supplementary prescriber* who is to prescribe, give directions for administration or administer under the plan.

Bulk prescribing

207. A *prescriber* may use a single *non-electronic prescription form* where:

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

207.2 the *prescriber* orders, for any 2 or more of those persons for whose treatment the Contractor is responsible, drugs, medicines or *appliances* to which clauses 207 to 209 apply.

208. Where a *prescriber* uses a single *non-electronic prescription form* for the purpose mentioned in clause 207, the *prescriber* 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:

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

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

209. Clauses 207 and 208 apply to any drug, medicine or *appliance* which can be supplied as part of *pharmaceutical services* or *local pharmaceutical services* and which:

209.1 in the case of a drug or medicine, is not a *prescription only medicine*; or

209.2 in the case of an *appliance*, does not contain such a product.

Excessive prescribing

210. The Contractor shall not prescribe drugs, medicines or *appliances* the cost or quantity of which, in relation to a 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 the patient.

Provision of drugs, medicines and appliances for immediate treatment or personal administration

211. Subject to clauses 212 and 213, the Contractor:

    211.1 shall provide to a patient a drug, medicine or *appliance*, which is not a *Scheduled drug*, where such provision is needed for the immediate treatment of the patient before provision can otherwise be obtained; and

    211.2 may provide to a patient a drug, medicine or *appliance*, which is not a *Scheduled drug*, which the Contractor personally administers or applies to the patient.

212. The Contractor must only provide a *restricted availability appliance* under clause 211.1 or 211.2 if it is for a person or a purpose specified in the *Drug Tariff*.

213. Nothing in clauses 211 or 212 authorises a person to supply a *prescription only medicine* to a patient otherwise than in accordance with Part 12 of the Human Medicines Regulations 2012 (which relates to dealings with medicinal products).

Provision of *dispensing services*

214. The Contractor may only provide, and must ensure that those employed or engaged by it only provide, *pharmaceutical services* or *dispensing services* in the circumstances provided for in the *Pharmaceutical Regulations*.

215. Where the Contractor, or a person employed or engaged by the Contractor, is included in the LHB's dispensing doctor list, the Contractor must ensure that, in the provision of any *pharmaceutical services* or *dispensing services,* the Contractor and the *dispensing doctor* (and any person authorised to dispense on their behalf under the *Pharmaceutical Regulations*):

    215.1 complies with the terms of service applicable to the person providing those *pharmaceutical services* or *dispensing services* by virtue of regulation 12(2) of the *Pharmaceutical Regulations*; and

    215.2 ensures that the patient to whom they are seeking to provide those services is aware that the relevant drugs or *appliances* are not only available from them (or

by a person with whom the Contractor is associated) and that the patient has the option to obtain those drugs or *appliances* from any *NHS pharmacist*.

PART 7

PERSONS WHO PERFORM SERVICES

Qualifications of *performers*: medical practitioners

216. Subject to clause 217, no *medical practitioner* may perform medical services under the Contract unless the *medical practitioner* is:

    216.1 included in the *medical performers list* for a *Local Health Board* in Wales;

    216.2 not suspended from that list or from the *Medical Register*; and

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

217. Clause 216 shall not apply to any *medical practitioner* who is an exempt medical practitioner but only in so far as any medical services that the *medical practitioner* performs constitute part of a *post-registration programme*. For the purposes of this clause 217 an "exempt medical practitioner" is:

    217.1 a person who is provisionally registered under section 15, 15A or 21 of the Medical Act 1983 and who is acting in the course of the person's employment in a resident medical capacity; or

    217.2 a *GP Specialty Registrar* who has applied to a *Local Health Board* to have their name included in its *medical performers list* until the first of the following events arises:

        217.2.1 the *Local Health Board* notifies the *GP Specialty Registrar* of its decision on that application; or

        217.2.2 the end of a period of 12 weeks, starting with the date on which that *GP Specialty Registrar* begins a postgraduate medical education and training scheme necessary for the award of a *CCT*;

    217.3 a *medical practitioner* who is already included in the *medical performers list* of another primary care organisation and who has submitted an application to a *Local Health Board* in accordance with regulation 4A of the National Health Service (Performers Lists) (Wales) Regulations 2004 until the first of the following events arises:

        217.3.1 the *Local Health Board* notifies the *medical practitioner* of its decision on that application; or

217.3.2 the end of a period of 12 weeks, starting with the date on which the application was submitted; or

217.4 a *medical practitioner*, who:

217.4.1 is not a *GP Specialty Registrar*;

217.4.2 is undertaking a *post-registration programme* of clinical practice supervised by the General Medical Council;

217.4.3 has notified the LHB that they are to undertake part or all of a *post-registration programme* in its area at least 24 hours before commencing any part of that programme taking place in the LHB's area; and

217.4.4 has, with that notification, provided the LHB with evidence sufficient for it to satisfy itself that they are undertaking a *post-registration programme*

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

218. No *health care professional* other than one to whom clauses 216 and 217 apply shall perform *clinical services* under the Contract unless that person is registered with the professional body relevant to that person's profession and their registration is not subject to a period of suspension.

219. Where the registration of a *health care professional* or, in the case of a *medical practitioner*, the *medical practitioner*'s inclusion in a *primary care list* is subject to conditions, the Contractor shall ensure compliance with those conditions insofar as they are relevant to the Contract.

220. No *health care professional* may perform any *clinical services* unless the *health care professional* has such clinical experience and training as are necessary to enable the *health care professional* properly to perform such services.

Conditions for employment and engagement: medical practitioners

221. In addition to any other requirements Subject to clauses 222, 223 and 224, the Contractor shall not employ or engage a *medical practitioner* (other than an exempt medical practitioner within the meaning of clause 217) unless:

221.1 that practitioner has provided the Contractor with the name and address of the *Local Health Board* on whose *medical performers list* the practitioner appears; and

221.2 the Contractor has checked that the practitioner meets the requirements in clause 216.

222. Where the employment or engagement of a *medical practitioner* is urgently needed and it is not possible for the Contractor to check that the *medical practitioner* meets the requirements referred to in clause 216 before employing or engaging the *health care professional*, the Contractor may employ or engage the *medical practitioner* on a temporary basis for a single period of up to 7 days whilst such checks are undertaken.

223. Where the prospective employee is a *GP Specialty Registrar*, the requirements set out in clause 221 shall apply with the modifications that:

223.1 the name and address provided under clause 221 may be the name and address of the *Local Health Board* on whose list the *GP Specialty Registrar* has applied for inclusion; and

223.2 confirmation that the *GP Specialty Registrar's* name appears on that list shall not be required until the end of the first 12 weeks of the *GP Specialty Registrar's* training period.

224. Where the prospective employee is a *medical practitioner* who is already included in the *medical performers list* of another primary care organisation and who has submitted an application to the *Local Health Board* in accordance with regulation 4A of the National Health Service (*Performer*s Lists) (Wales) Regulations 2004, the requirements set out in clause 221 apply with the modifications that:

224.1 the name and address provided under clause 221 may be the name and address of the *Local Health Board* on whose list the *medical practitioner* has applied for inclusion, provided that the name and address of the primary care organisation on whose list the *medical practitioner* is already included is provided in addition; and

224.2 confirmation that the *medical practitioner's* name appears on that list means confirmation that the *medical practitioner* is provisionally included in the *Local Health Board*'s *medical performers list* in accordance with regulation 4A of the National Health Service (Performers Lists) (Wales) Regulations 2004.

In this clause 224 “primary care organisation” has the meaning given in regulation 2 of the National Health Service (Performers Lists) (Wales) Regulations 2004.

Conditions for employment or engagement: health care professionals

225. Subject to clause 226, the Contractor shall not employ or engage a *health care professional* to perform *clinical services* unless:

    225.1 the Contractor has checked that the *health care professional* meets the requirements in clause 218; and

    225.2 the Contractor has taken reasonable steps to satisfy himself that the *health care professional* meets the requirements in clause 220.

226. Where the employment or engagement of a *health care professional* is urgently needed and it is not possible for the Contractor to check that the *health care professional* meets the requirements referred to in clause 218 before employing or engaging the *health care professional*, the *health care professional* may be employed or engaged on a temporary basis for a single period of up to 7 days whilst such checks are undertaken.

227. When considering a *health care professional’s* experience and training pursuant to clause 225.2, the Contractor shall, in particular, have regard to any post-graduate or post-registration qualification held by the *health care professional*, and any relevant training undertaken, and any relevant clinical experience gained by the *health care professional.*

Clinical references

228. The Contractor shall not employ or engage a *health care professional* to perform *clinical services* under the Contract (other than an exempt *medical practitioner* to whom clause 217.4 applies) unless:

    228.1 that person has provided two clinical references, relating to two recent posts (which may include any current post) as a *health care professional* which lasted for at least 12 weeks without a significant break or, where this is not possible, a full explanation of why this is the case and details of alternative referees; and

    228.2 the Contractor has checked and is satisfied with the references.

229. Where the employment or engagement of a *health care professional* is urgently needed and it is not possible for the Contractor to obtain and check the references in accordance with clause 228.2 before employing or engaging that *health care*

professional, the Contractor may employ or engage the *health care professional* on a temporary basis for a single period of up to 14 days whilst their references are checked and considered, and for an additional single period of a further 7 days if the Contractor believes the person supplying those references is ill, on holiday or otherwise temporarily unavailable.

230. Where the Contractor employs or engages the same person on more than one occasion within a period of 12 weeks, the Contractor may rely on the references provided on the first occasion, provided that those references are not more than a year old.

Verification of qualifications and competence

231. In addition to the duties imposed in clauses 216 to 230, before employing or engaging any person the Contractor shall:

    231.1 comply with the *Pre-employment Checks Standards* in relation to that person; and

    231.2 take reasonable steps to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which that person is to be employed or engaged.

232. The duty imposed by clause 231 is in addition to the duties imposed by clauses 216 to 230.

233. When considering the competence and suitability of any person for the purpose of clause 231, the Contractor shall have regard, in particular, to:

    233.1 that person's academic and vocational qualifications;

    233.2 that person's education and training; and

    233.3 that person's previous employment or work experience.

234. The Contractor shall notify the LHB as soon as possible in the event that any *health care professional* employed or engaged by the Contractor is:

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

    234.2 removed from the *relevant register*.

235. The Contractor shall commission an occupational health service (at its own cost) in order to allow any staff or other persons employed or engaged by it, to undergo

medical screening, immunisation or testing prior to their appointment or undertaking any work in connection with the *Services*.

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

237. The Contractor will maintain detailed records of staff employed or engaged in providing the *Services* including details of names and place of duty and starting and finishing times, training performance and disciplinary action and any other information relating to the Contractor's obligations in this Part 7 as may be reasonably required and these records will be available to the LHB on reasonable request.

238. The Contractor will employ or engage sufficient employees or persons to ensure that all of the *Services* are provided at all times and in all respects in complete conformity with the Contract and the *Specification*. This will include, but not be limited to, the Contractor providing a sufficient reserve of trained and competent staff to provide the *Services* during staff holidays or absence due to contractual or statutory leave entitlements, sickness or voluntary absence.

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

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

Training

241. The Contractor shall ensure that for any *health care professional* who is:

241.1 performing *clinical services* under the Contract; or

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

there are in place arrangements for the purpose of maintaining and updating the *health care professional's* skills and knowledge in relation to the services which they

are performing or assisting in performing. The LHB may require the Contractor, where the Contractor is legally able to do so, to restrict or suspend the performance of any named *health care professional* from performing services under this Contract until the requirements of this clause have been satisfied. For the avoidance of doubt any costs associated with the restriction or suspension must be met by the Contractor [unless the LHB requires the Contractor to take that action pursuant to a contract sanction and that contract sanction is successfully challenged by the Contractor through the Dispute Resolution Procedure].

242. The Contractor shall afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence [(this is in addition to any obligations of the Contractor relating to training set out in the *Specification)]*.

243. Without prejudice to any other requirements in the Contract, the Contractor will employ only such persons as are careful, qualified, skilled and experienced in the duties required of them, and will ensure that every such person is properly and sufficiently trained and instructed (at the Contractor's expense) and carries out the *Services* with regard to:

243.1 the task or tasks that person has to perform;

243.2 all relevant provisions of the Contract and the *Specification*;

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

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

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

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

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

244. The adherence of the Contractor's staff to required standards of performance shall be routinely monitored by the Contractor and the Contractor shall promptly take such remedial action as may be required where such standards are not attained. In addition to the requirements in clause 258, the Contractor shall ensure that its staff employed or engaged in providing the *Services* receive an annual individual appraisal to include the implementation of professional development plans.

Terms and conditions

245. The Contractor may only offer employment to a *general medical practitioner* on terms which are no less favourable than those contained in the document the "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the GMS Contract 2003.

Arrangements for GP Specialty Registrars

246. The Contractor may only employ a *GP Specialty Registrar* subject to the conditions in clause 247.

247. The conditions referred to in clause 246 are that the Contractor shall not, by reason only of having employed or engaged a *GP Specialty Registrar*, reduce the total number of hours that other *medical practitioner*s perform *primary medical services* under the Contract or that other staff spend assisting them in the performance of those services.

248. Where the Contractor employs a *GP Specialty Registrar*, the Contractor shall:

248.1 offer the *GP Specialty Registrar* terms of employment in accordance with the rates and subject to the conditions contained in any directions given by Welsh Ministers to *Local Health Boards* under section 12 of *the Act* (Functions of Local Health Boards) concerning the grants, fees, travelling and other allowances payable to *GP Specialty Registrar*; and

248.2 take into account the guidance contained in the document entitled "A Reference Guide For Postgraduate Foundation and Specialty Training in the UK.

Notice requirements in respect of relevant prescribers

249. For the purpose of clauses 250 to 254, a "relevant prescriber" is:

249.1 an *independent nurse prescriber*;

249.2 a *nurse independent prescriber*;

249.3 a *paramedic independent prescriber*;

249.4 a *pharmacist independent prescriber*;

249.5 a *physiotherapist independent prescriber*;

249.6 a *podiatrist or chiropodist independent prescriber*;

249.7 a *supplementary prescriber*; or

249.8 a *therapeutic radiographer independent prescriber*.

250. The Contractor must give notice to the LHB where:

250.1 a *relevant prescriber* is employed or engaged by the Contractor to perform functions which include prescribing;

250.2 a *relevant prescriber* whose functions include prescribing is a party to the Contract; or

250.3 the functions of a *relevant prescriber* whom the Contractor already employs or has already engaged are extended to include prescribing,

and such notice must be given in *writing* to the LHB within the period of seven days starting on the date on which the *relevant prescriber* was employed or engaged by the Contractor or, as the case may be, became a party to the Contract (unless, immediately before becoming such a Party, clause 250.1 applied to that *relevant prescriber*) or the functions of the *relevant prescriber* were extended to include prescribing.

251. The Contractor must give notice to the LHB where:

251.1 the Contractor ceases to employ or engage a *relevant prescriber* in its *practice* whose functions include prescribing in its *practice*;

251.2 a *relevant prescriber* ceases to be a party to the Contract;

251.3 the functions of a *relevant prescriber* employed or engaged by the Contractor in the Contractor's *practice* are changed so that they no longer include prescribing in the Contractor's *practice*; or

251.4 the Contractor becomes aware that a *relevant prescriber* whom it employs or engages has been removed or suspended from the *relevant register*.

252. The notice under clause 251 must be given in *writing* to the LHB before the end of the second *working day* after the day on which an event described in clauses 251.1 to 251.4 occurred in relation to the *relevant prescriber.*

253. The Contractor shall provide the following information when it notifies the LHB in accordance with clause 250:

253.1 the person's full name;

253.2 the person's professional qualifications;

253.3 the person's identifying number which appears in the *relevant register*;

253.4 the date on which the person's entry in the *relevant register* was annotated to the effect that the person was qualified to order drugs, medicines and *appliances* for patients;

253.5 the date on which:

253.5.1 the person was employed or engaged, if applicable;

253.5.2 the person became a party to the Contract, if applicable; or

253.5.3 the functions of the person were extended to include prescribing in the Contractor's *practice*.

254. The Contractor shall provide the following information when it notifies the LHB in accordance with clause 251:

254.1 the person's full name;

254.2 the person's professional qualifications;

254.3 the person's identifying number which appears in the *relevant register*; and

254.4 the date on which:

254.4.1 the person ceased to be employed or engaged in its *practice*;

254.4.2 the person ceased to be a party to the Contract;

254.4.3 the functions of the person were changed so as to no longer include prescribing in the Contractor's *practice*; or

254.4.4 the person was removed or suspended from the *relevant register*.

Signing of documents

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

255.1 that the documents specified in clause 256 include:

255.1.1 the clinical profession of the *health care professional* who signed the document; and

255.1.2 the name of the Contractor on whose behalf the document is signed; and

255.2 that the documents specified in clause 257 include the clinical profession of the *health care professional* who signed the document.

256. The documents referred to in this clause 256 are:

256.1 certificates issued in accordance with Part 9 unless regulations relating to a particular certificate provide otherwise; and

256.2 any other clinical documents, apart from:

256.2.1 *home oxygen order forms*; and

256.2.2 those documents specified in clause 257.

257. The documents specified in this clause are *batch issues*, *prescription forms* and *repeatable prescriptions*.

Appraisal and assessment

258. The Contractor shall ensure that any *medical practitioner* performing services under the Contract:

258.1 participates in an appropriate appraisal system; and

258.2 co-operates with the LHB in relation to the LHB's patient safety functions.

Sub-contracting

259. 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 LHB and subject to such conditions as the LHB in its absolute discretion may impose.

260. Clause 259, 261 and 262 shall also apply in relation to any renewal or material variation of a sub-contract.

261. A contract with a sub-contractor must, unless the LHB agrees in *writing* to the contrary, prohibit the sub-contractor from sub-contracting any of the *clinical services* it has agreed with the Contractor to provide under the sub-contract.

262. The Contractor shall not sub-contract any of its rights or duties under the Contract in relation to the provision of *unified services* to a company or firm:

262.1 owned wholly or partly by the Contractor, or by any former or current employee of, or partner or shareholder in, the Contractor;

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

262.3 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 a 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 regulation 3 of the Primary Medical Services (Sale of Goodwill and Restrictions on Sub-contracting) (Wales) Regulations 2004 (SI 2004/1017).

263. The LHB may give, sell, assign or otherwise dispose of the benefit of its rights under this Contract to another *Local Health Board*.

Withdrawal and variation of approval and right to subsequently object to a sub-contract

264. Without prejudice to any other remedies which it may have under the Contract, where the LHB has approved a sub-contract (or sub-sub-contract) under clauses [259 to 261] it shall be entitled to serve notice on the Contractor withdrawing or varying that approval with immediate effect if:

264.1 it is no longer satisfied that the proposed arrangement enables the Contractor to satisfactorily meet its obligations under the Contract; or

264.2 it is satisfied that immediate withdrawal of the variation is necessary to protect:

264.2.1 the safety of the Contractor's patients; or

264.2.2 the LHB from material financial loss.

265. The notice referred to in clause 264 shall take effect on the date on which it is received by the Contractor.

PART 8

RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY

Patient records

266. In this part:

266.1 "appropriate Health Record request" is a request made by the LHB or one made under the Access to Health Records Act 1990;

266.2 “computerised records” means records created by way of entries on a computer.

266.3

267. The Contractor shall keep adequate records of its attendance on and treatment of its patients and shall do so:

267.1 on forms supplied to it for the purpose by the LHB; or

267.2 with the written consent of the LHB, by way of computerised records,

or in a combination of those two ways.

268. The Contractor shall include in the records referred to in clause 267 clinical reports sent in accordance with clause 32 or from any other *health care professional* who has provided *clinical services* to a person on its list of patients.

269. The consent of the LHB required by clause 267.2 shall not be withheld or, once given, withdrawn provided the LHB is satisfied, and continues to be satisfied, that:

269.1 the GP digital services upon which the Contractor proposes to keep the records meet the requirements set out in the National Framework Agreement for GP Clinical Systems and Services in Wales;

269.2 the security measures, audit and system management functions incorporated into the GP digital services are compliant with the National Framework Agreement for GP Clinical Systems and Services in Wales and have been enabled; and

270. the Contractor is compliant with the "Welsh Information Governance Toolkit" and is aware of and has signed an undertaking that it must have regard to the guidelines contained in "The Good Practice Guidelines for GP electronic patient records (GPGv5)", published on 20th September 2023.Where the Contractor’s patient records

are computerised records, the Contractor must, as soon as possible following a request from the LHB, allow the LHB to access the information recorded on the computer system on which those records are held by means of the audit function referred to in clause 269.2 to the extent necessary for the LHB to confirm that the audit function is enabled and functioning correctly.

271. Where a patient on the *Contractor's list of patients* dies, the Contractor must:

271.1 retain the complete medical records relating to that patient on their clinical computer system;

271.2 upon receiving an appropriate Health Record request, send the complete records relating to that patient to the LHB or the requestor, as the case may be, and

provide the complete medical records to the LHB or requestor within seven days, where possible, beginning with the day the request was made, and in any event before the expiry of 40 days.[and the Contractor's obligations pursuant to this clause, and clause 276 below shall survive the termination or expiry of the Contract].

272. Where a patient on the *Contractor's list of patients* has registered with another provider of *primary medical services* and the Contractor receives a request from that provider for the complete records relating to that patient, the Contractor must, as soon as possible and in any event before the end of the period of 28 days beginning with the day on which it receives the request from the provider, send to that provider the complete records (other than any part held only in paper form), via the GP2GP facility in accordance with clause 281 and send to the LHB:

272.1 the complete records, or any part of the records, sent via the GP2GP facility in accordance with clause 281 for which the Contractor does not receive confirmation of safe and effective transfer via that facility; and

272.2 any part of the records held by the Contractor only in paper form.

273. Where a patient on the *Contractor's list of patients*:

273.1 is removed from that list at that patient's request under clause 83, or by reason of the application of any of clauses 87 to 118; and

273.2 the Contractor has not received a request from another provider of medical services with which that patient has registered for the transfer of the complete records relating to that patient,

the Contractor must send a copy of those records to the LHB.

274. Where the Contractor's responsibility for a patient terminates in accordance with clauses 119 and 120, the Contractor must send any records relating to that patient that it holds to:

274.1 if known, the provider of *primary medical services* with which that patient is registered; or

274.2 in all other cases, the LHB.

275. For the purposes of clause 272, “GP2GP facility” has the same meaning as in clause 281.

276. To the extent that a patient’s records are computerised records, the Contractor complies with clause 273 or 274 if it sends to the LHB a copy of those records:

276.1 in written form; or

276.2 with the written consent of the LHB in any other form.

277. The consent of the LHB to the transmission of information other than in written form for the purposes of clause 276.2 shall not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters:

277.1 the Contractor’s proposals as to how the record will be transmitted;

277.2 the Contractor’s proposals as to the format of the transmitted record;

277.3 how the Contractor will ensure that the record received by the LHB is identical to that transmitted; and

277.4 how a written copy of the record can be produced by the LHB.

278. Where the Contractor’s patient records are 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 269.2.

Welsh GP record

279. The Contractor shall, in any case where there is a change to the information included in a patient's medical record, enable the automated retrieval of summary information from the Welsh GP Record and the NHS Wales App, when the change occurs, using approved systems provided to it by the LHB. The enabling of automated retrieval of summary information from the Welsh GP Record must be for clinical use.

280. In clause 279:

"NHS Wales App" means the system managed by *Digital Health and Care Wales* for accessing and managing health appointments, prescriptions and personal details;

"Welsh GP Record" means the system approved by the LHB for the automated retrieval, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the patient's consent, any other data taken from the patient's electronic record;

"summary information" means items of patient data that comprise the Welsh GP Record.

Electronic transfer of patient records between GP practices

281. The Contractor must use the GP2GP facility for the safe and effective transfer of any patient records:

281.1 in a case where a new patient registers with the Contractor's *practice*, to the Contractor's *practice* from the practice of another provider of *primary medical services* (if any) with which the patient was previously registered; or

281.2 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.

282. In clause 281, "GP2GP facility" means the facility provided by the LHB to a *primary medical services contractor's* practice which enables the electronic health records of a registered patient which are held on the computerised clinical systems of a *primary medical services contractor's* practice to be electronically transferred securely and directly to another provider of *primary medical services* with which the patient has registered.

283. The requirements of clause 281 do not apply in the case of a *temporary resident*.

Clinical correspondence: requirement for NHS number

284. 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.

285. The requirement in clause 284 does not apply where, in exceptional circumstances outside of the Contractor's control, it is not possible for the Contractor to ascertain the patient's NHS number.

286. In clauses 284 and 285:

"clinical correspondence" means all correspondence in writing, whether in electronic form or otherwise, between the Contractor and other health service providers concerning or arising out of patient attendance and treatment at *practice premises* including referrals made by letter or by any other means;

"NHS number", in relation to a *registered patient*, means the number, consisting of ten numeric digits, which serves as the national unique identifier used for the purpose of safely, accurately and efficiently sharing information relating to that patient across the whole of the *health service* in Wales.

Use of fax machines

287. Where the Contractor can transmit information securely and directly by electronic means other than facsimile transmission, the Contractor must not:

287.1 transmit information to a relevant person by facsimile transmission; or

287.2 agree to receive any information from a relevant person by facsimile transmission.

288. Clause 287 does not apply to information which relates solely to a patient under a private arrangement for the provision of *clinical services* or treatment.

289. In clause 287 "relevant person" means:

289.1 an NHS body (as defined in clause 400);

289.2 another health service provider;

289.3 a patient; or

289.4 a person acting on behalf of a patient.

Confidentiality of personal data

290. The Contractor shall nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it.

Provision of information to patients

291. The Contractor shall:

291.1 have an *online resource*;

291.2 provide the information specified in Schedule 9 digitally on the *practice's online resource* and ensure that a written practice leaflet containing the information specified in Schedule 9 is also available;

291.3 review the information provided in clauses 291.1 and 291.2 at least once every year; and

291.4 make its patients and prospective patients aware of the information contained on their *practice's online resource* or how they can access this information in a written practice leaflet.

292. The Contractor shall make any amendments necessary to maintain the accuracy of the information on its *online resource* following:

292.1 a review under clause 291.3;

292.2 a change to:

292.2.1 the address of any of the Contractor's *practice premises*;

292.2.2 the Contractor's telephone number;

292.2.3 the Contractor's electronic-mail address (if made available on its *online resource*); or

292.2.4 any other stated means by which a patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or *appliances*.

Provision of information (or access to information) at the request of the LHB

293. Subject to clause 294, the Contractor shall, at the request of the LHB, produce to the LHB or to a person authorised in *writing* by the LHB or allow it, or a person authorised in *writing* by it, to access:

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

293.2 any other information which is reasonably required in connection with the LHB's functions.

294. The Contractor is not required to comply with any request made in accordance with clause 293 unless it has been made by the LHB in accordance with directions relating to the provision of information by *primary medical services contractors* given to the LHB by the Welsh Ministers under section 12(3) of *the Act*.

295. The Contractor shall produce the information requested, or, as the case may be, allow the LHB access to that information:

295.1 by a date agreed as reasonable between the Contractor and the LHB; or

295.2 in the absence of such agreement, within 28 days of the request being made.

Clinical audits

296. The Contractor shall record and allow *Digital Health and Care Wales* to access any data required by the LHB for the purposes of the National Clinical Audit and Outcome Review Programme for NHS Wales in accordance with clause 297.

297. The data referred to in clause 296 must be appropriately coded by the Contractor using standardised coding and uploaded onto the Contractor's computerised clinical systems in line with the requirements of guidance published by *Digital Health and Care Wales* for these purposes.

298. The Contractor shall permit the extraction of patient level data by *Digital Health and Care Wales* for the purpose of undertaking clinical audits included in the National Clinical Audit and Outcome Review Programme (NCAORP) to support the management of the health and care system.

299. The Contractor shall consider practice level data from national clinical audits and take relevant and proportionate action to reduce any significant and unwarranted variation that is identified.

Information relating to indicators no longer in the Quality Assurance and Improvement Framework

300. The Contractor shall allow the extraction from the Contractor's computerised clinical systems by the LHB of the information specified in the table below (Indicators relocated from the Quality Assurance and Improvement Framework) at such intervals during each *financial year* as are notified to the Contractor by the LHB.

301. The Contractor shall:

301.1 establish and maintain the registers specified in the clinical indicators listed in the column “Indicator Description” of the table below (Indicators relocated from the Quality Assurance and Improvement Framework);

301.2 where an indicator specifies a particular statistic, contemporaneously record the related data as part of chronic disease management; and

301.3 where the indicator specifies a particular requirement or activity, continually record details of the Contractor's compliance with any such requirements or activities.

Table (Indicators relocated from the Quality Assurance and Improvement Framework)

Indicator ID	*Indicator Description*
AF001	The Contractor establishes and maintains a register of patients with atrial fibrillation
CHD001	The Contractor establishes and maintains a register of patients with coronary heart disease
HF001	The Contractor establishes and maintains a register of patients with heart failure
HYP001	The Contractor establishes and maintains a register of patients with established hypertension
STIA001	The Contractor establishes and maintains a register of patients with stroke or TIA
DM001	The Contractor establishes and maintains a register of all patients aged 17 or over with diabetes mellitus, which specifies the type of diabetes where a diagnosis has been confirmed
AST001	The Contractor establishes and maintains a register of patients with asthma, excluding patients with asthma who have been prescribed no asthma-related drugs in the preceding 12 months
COPD001	The Contractor establishes and maintains a register of patients with COPD
DEM001	The Contractor establishes and maintains a register of patients diagnosed with dementia
MH001	The Contractor establishes and maintains a register of patients with schizophrenia, bipolar affective disorder and other psychoses and other patients on lithium therapy
CAN001	The Contractor establishes and maintains a register of all cancer patients defined as a 'register of patients with a diagnosis of cancer excluding *non*-melanotic skin cancers diagnosed on or after 1 April 2003'

EP001	The Contractor establishes and maintains a register of patients aged 18 or over receiving drug treatment for epilepsy
LD001	The Contractor establishes and maintains a register of patients with learning disabilities
OST001	The Contractor establishes and maintains a register of patients: 1. Aged 50 or over and who have not attained the age of 75 with a record of a fragility fracture on or after 1 April 2012 and a diagnosis of osteoporosis confirmed on DXA scan, and 2. Aged 75 or over with a record of a fragility fracture on or after 1 April 2012
RA001	The Contractor establishes and maintains a register of patients aged 16 or over with rheumatoid arthritis
PC001	The Contractor establishes and maintains a register of all patients in need of palliative care/support irrespective of age
OB001	The Contractor establishes and maintains a register of patients aged 16 or over with a BMI of 30 in the preceding 15 months.
AF006	The percentage of patient with atrial fibrillation in whom stroke risk has been assessed using CHA2DS2-VASx score risk stratification scoring system in the preceding 3 years (excluding those patients with a previous CHADS2 or CHA2DS2-VASc score of 2 or more) and a record of counselling regarding the risks and benefits of anticoagulation therapy has been made
AF007	In those patients with atrial fibrillation with a record of a CHA2DS2-VASc score of 2 or more, the percentage of patients who are currently treated with anticoagulation drug therapy
DM002	The percentage of patients with diabetes, on the register, in whom the last blood pressure reading (measured in the preceding 15 months) is 150/90 mmHg or less
DEM002	The percentage of patients diagnosed with dementia whose care has been reviewed in person or, if clinically appropriate, via telephone or remote video consultation in a face-to-face review in the preceding 15 months

DM003	The percentage of patients with diabetes, on the register, in whom the last blood pressure reading (measured in the preceding 15 months) is 140/80 mmHg or less
DM007	The percentage of patients with diabetes, on the register, in whom the last IFCC-HbA1c is 59 mmol/mol or less in the preceding 15 months
DM012	The percentage of patients with diabetes, on the register, with a record of a foot examination and risk classification; 1) low risk (normal sensation, palpable pulse), 2) increased risk (neuropathy or absent pulses), 3) high risk (neuropathy or absent pulses plus deformity or skin changes in previous ulcer) or 4) ulcerated foot within the preceding 15 months
DM014	The percentage of patients newly diagnosed with diabetes, on the register, in the preceding 1 April to 31 March who have a record of being referred to a structured education programme within 9 months after entry on to the diabetes register
COPD003	The percentage of patients with COPD who have had a review, undertaken by a healthcare professional, including an assessment of breathlessness using the Medical Research Council dyspnoea scale in the preceding 15 months
MH011W	The percentage of patients with Schizophrenia, Bipolar affective disorder and other psychoses who have a record of blood pressure, BMI, smoking status and alcohol consumption in the preceding 15 months and in addition to those aged 40 or over, a record of blood glucose or HbA1c in the preceding 15 months
PC002W	The Contractor has regular (at least 2 monthly) multi-disciplinary case review meetings where all patients on the palliative care register are discussed
FLU001W	The percentage of the registered population aged 65 years or more who have had influenza immunisation in the preceding 1 August to 31 March
FLU002W	The percentage of patients aged under 65 years included in (any of) the registers for CHD, COPD, Diabetes or Stroke who have had influenza immunisation in the preceding 1 August to 31 March

The Primary Care Workforce Intelligence System

302. The Contractor shall update the workforce elements of the Primary Care Workforce Intelligence System to include:

302.1 head count and whole-time equivalents; and

302.2 a record of all new starters and leavers.

303. The Contractor must access, review and update, where necessary, their Primary Care Workforce Intelligence System dashboard view at least once per month.

General Practice Escalation Tool

304. The Contractor must enter their escalation submission in the *General Practice Escalation Tool* by 3:30pm on the last *working day* of each month and also on each occasion that there is a significant change in *practice* circumstances.

Medicines and Healthcare Products Regulatory Agency Central Alerting System

305. The Contractor must:

305.1 provide to the Medicines and Healthcare Products Regulatory Agency ("the MHRA") on request, an electronic mail address which is registered to the Contractor's *practice*;

305.2 monitor that address;

305.3 if that address ceases to be registered to the *practice*, notify the MHRA immediately of its new electronic mail address; and

305.4 provide to the MHRA on request, one or more mobile telephone numbers for use in the event that the Contractor is unable to receive electronic mail.

Activity and Appointment Data

306. The Contractor shall:

306.1 maintain their mapped appointments in the relevant section of the Primary Care Information Portal;

306.2 review their submission data at least once a month;

306.3 ensure the mapped categories are up-to-date; and

306.4 ensure their server is at all times switched on, maintained and available to enable the relevant software to extract the data.

307. The activity and appointment data across the *GP Collaborative* must be discussed at *GP Collaborative* meetings, by the authorised representatives from the member practices comprising the *GP Collaborative*, with the aim of developing measures across those member practices to manage demand and standardise good practice and, where applicable, data quality.

Dataset and business rules

308. The Contractor shall provide data, where applicable, in accordance with the business rules utilised within the *Assurance Framework*.

Contract assurance

309. The Contractor shall engage with the LHB in the processes outlined in the latest published *Assurance Framework* by:

309.1 providing returns and data, or facilitating the supply of data, as required for management of the Contract and to satisfy contract assurance requirements;

309.2 as required by the *Assurance Framework*, engaging with the LHB in formal contract and governance practice review processes;

309.3 following each formal contract and governance practice review, produce a Practice Contract and Governance Framework Response Plan to address within an agreed period any concerns raised by the LHB; and

309.4 if concerns need to be addressed through the escalation ladder levels of the *Assurance Framework*, working positively with the LHB to resolve concerns.

310. The LHB shall follow the processes and take account of the principles outlined in the latest published *Assurance Framework* by:

310.1 using the *Assurance Framework*'s nationally agreed indicators together with the self-reported assessment from the Contractor, to identify the priorities in the contract assurance and governance process;

310.2 determining the nature and depth of the formal contract and governance practice review taking account of the priorities identified in the contract assurance and governance process;

310.3 engaging and working positively with the Contractor to resolve concerns;

310.4 giving verbal feedback to the Contractor during the visit, including any requirements for the Contractor to address any immediate concerns;

310.5 sending written feedback in a Contract and Governance Visit Report to the Contractor within 20 *working days* of the visit;

310.6 evaluating a Practice Contract and Governance Framework Response Plan within 20 *working days* of receipt;

310.7 agreeing any date for follow up with the Contractor, including to review whether any immediate concerns had been addressed satisfactorily; and

310.8 notifying the Contractor if concerns need to be addressed through use of the escalation ladder levels of the *Assurance Framework*.

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

Inquiries about prescriptions and referrals

312. The Contractor shall, subject to clauses 313 and 314, sufficiently answer any inquiries whether they are oral or in *writing* from the LHB concerning:

312.1 any *prescription form* or *repeatable prescription* issued by a *prescriber*;

312.2 the considerations by reference to which *prescribers* issue such forms;

312.3 the referral by or on behalf of the Contractor of any patient to any other services provided under *the Act*; or

312.4 the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.

313. An inquiry referred to in clause 312 may only be made for the purpose either of obtaining information to assist the LHB to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.

314. The Contractor shall not be obliged to answer any inquiry referred to in clause 312 unless it is made:

314.1 in the case of clause 312.1 or 312.2 by an appropriately qualified *health care professional*; or

314.2 in the case of clause 312.3 or 312.4, by an appropriately qualified *medical practitioner*,

appointed in either case by the LHB to assist it in the exercise of its functions under clauses 312 and 313 who produces, on request, written evidence that that person is authorised by the LHB to make such an inquiry on its behalf.

Provision of information to a medical officer etc.

315. The Contractor shall, if it is satisfied that the patient consents:

315.1 supply in *writing* to any person specified in clause 316 (a "relevant person"), within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in clauses 316.1 to 316.4 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

315.2 answer any inquiries by a relevant person about:

315.2.1 a *prescription form* or medical certificate issued or created by, or on behalf of, the Contractor; or

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

316. For the purposes of clause 315, a relevant person is:

316.1 a medical officer;

316.2 a nursing officer;

316.3 an occupational therapist;

316.4 a physiotherapist; or

316.5 an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in clauses 316.1 to 316.4.

317. For the purpose of being satisfied that a patient consents, the Contractor may rely on an assurance in *writing* from a relevant person that the consent of the patient has been obtained, unless the Contractor has reason to believe that the patient does not consent.

318. In clause 315 to 317:

"medical officer" means a *medical practitioner* who is employed or engaged by the Department for Work and Pensions, or provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

"nursing officer" means a *health care professional* who is registered on the *Nursing and Midwifery Register* and who is (a) employed by the Department for Work and Pensions, or (b) provided by an organisation under a contract with the Secretary of State for Work and Pensions;

"occupational therapist" means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under Article 5 of the Health Professions Order 2001 (establishment and maintenance of register) relating to occupational therapists and who is employed or engaged by the Department for Work and Pensions, or provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

"physiotherapist" means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under Article 5 of the Health Professions Order 2001 (establishment and maintenance of register) relating to physiotherapists and who is employed or engaged by the Department for Work and Pensions, or provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.

Annual return and formal review

319. The Contractor shall submit an annual return relating to the Contract to the LHB which shall require the same categories of information from all persons who hold contracts with the LHB.

320. The LHB may request a return relating to the Contract at any time during each *financial year* in relation to such period (not including any period covered by a previous annual return) as may be specified in the request.

321. The Contractor shall submit the completed return to the LHB:

321.1 by such date as has been agreed as reasonable between the Contractor and the LHB; or

321.2 in the absence of such agreement, within 28 days of the request being made.

322. Following receipt of the return referred to in clause 319, the LHB shall consider the performance of the Contractor in relation to the Contract and arrange with the Contractor an annual review of its performance in relation to the Contract.

322A On consideration of the return in clause 322, the LHB shall determine whether a formal face-to-face review is necessary.

323. Either the Contractor or the LHB may, if it wishes to do so, invite the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract to participate in the annual formal review.

324. The LHB shall prepare a draft record of the review referred to in clause 322 for comment by the Contractor and, having regard to such comments, shall produce a final written record of the review. The LHB shall send a copy of the final record of the review to the Contractor.

324A The annual return shall include the following information:

324A.1 the total number of patients on the LD register,

324A.2 the number of health checks offered, and

324A.3 the number of heath checks completed.

324B In clause 324A "LD register" means the list of individuals with learning disabilities managed by GPs in Wales.

Triennial Reviews

324C The LHB shall undertake a face-to-face review with the Contractor at least every three years to discuss the performance of the Contractor in relation to the Contract.

324D The Contractor or the LHB may, if desired, invite the Local Medical Committee (if any) for the area in which the Contractor is providing services under the Contract to participate in the formal review.

324E The LHB shall prepare a draft record of the review referred to in clause 324C for comment by the Contractor and, having regard to such comments, produce a final written record of the review.

324F The LHB shall send a copy of the final record of the review referred to in clause 324C to the Contractor.

324G The review in clause 324C is in addition to any formal review under clauses 320 to 328.

[Performance Management and Monitoring

325. The Contractor shall comply with the monitoring arrangements set out in Schedule 7 (Performance Management) to this Contract including, but not limited to, providing such data and information as the LHB may require the Contractor to produce under this Contract.

326. The Contractor shall cooperate and (without prejudice to clause 259) shall procure that any sub-contractors co-operate with the LHB in carrying out the monitoring referred to in clause 325.]

Notifications to the LHB

327. In addition to any requirements of notification elsewhere in the Contract, the Contractor shall notify the LHB in *writing*, as soon as reasonably practicable, of:

327.1 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;

327.2 any circumstances which give rise to the LHB's right to terminate the Contract under Part 18;

327.3 any appointments system which it proposes to operate and the proposed discontinuance of any such system;

327.4 any change of which the Contractor is aware in the address of a *registered patient*; [and]

327.5 the death of any patient of which the Contractor is aware; [and]

327.6 [any changes in the clinical and non-clinical staff involved in the provision of the *Services*].

328. The Contractor shall, unless it is impracticable for it to do so, notify the LHB in *writing* within 28 days of any occurrence requiring a change in the information about it published by the LHB in accordance with regulations made under section 41 of *the Act* (as if, for these purposes only, the Contractor is a *GMS contractor* and the Contract is a *GMS contract*).

329. The Contractor shall notify the LHB in *writing* of any person other than a *registered patient* or a person whom it has accepted as a *temporary resident* to whom it has provided the *unified services* described in paragraphs 7 or 9 of Part A of Schedule 2 within the period of 28 days beginning on the day that the services were provided.

Co-operation with the LHB

330. The Contractor must co-operate with the LHB in the discharge of any of the LHB's obligations, or the obligations of the LHB's accountable officers, under the Controlled Drugs (Supervision of Management and Use) (Wales) Regulations 2008.

Notice provision specific to a Contract with a company limited by shares

331. Subject to clause 333, where the Contractor is a company limited by shares, the Contractor shall give notice in *writing* to the LHB as soon as:

331.1 a company resolution is passed, or a court of competent jurisdiction makes an order, that the company is to be wound up;

331.2 circumstances arise which may entitle a creditor or a court to appoint a receiver, administrator or administrative receiver in respect of the company;

331.3 circumstances arise which would enable the court to make a winding up order in respect of the company;

331.4 the company is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

331.5 any shares in the Contractor are transmitted or transferred (whether legally or beneficially);

331.6 if there is any change in the:

331.6.1 corporate structure comprising the Contractor's subsidiaries and holding companies (if any); or

331.6.2 identity of the ultimate *holding company* within that group structure

within the meaning of section 1159 Companies Act 2006;

331.7 a new director or secretary is appointed; or

331.8 the Contractor is aware of any proposal for any of the events in clauses 331.5, 331.6 or 331.7 to occur.

332. A notice under clause 331 shall confirm that any proposed new director(s), secretary or shareholder(s) meet the conditions imposed by direction 3 of the *APMS Directions*.

333. 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 LHB and subject to such conditions as the LHB may impose.

Notice provisions specific to a Contract with two or more persons in partnership

334. Where the Contractor is a partnership, the Contractor shall give notice in *writing* to the LHB as soon as:

334.1 any partner in the partnership:

334.1.1 leaves the partnership; or

334.1.2 informs the other partners in the partnership that they intend to leave the partnership; or

334.2 a new partner joins the partnership.

335. A notice under clause 334.1 must confirm the date on which the partner left or proposes to leave the partnership.

336. A notice under clause 334.2 shall:

336.1 state the date on which the new partner joined the partnership;

336.2 confirm that the new partner meets the conditions imposed by direction 3 of the *APMS Directions*; and

336.3 state whether the new partner is a general or a limited partner in the partnership.

Notification of deaths

337. The Contractor shall report in *writing* to the LHB the death on its *practice premises* of any patient no later than the end of the first *working day* after the date on which the death occurred.

338. The report shall include:

338.1 the patient's full name;

338.2 the patient's National Health Service number where known;

338.3 the date and place of the patient's death;

338.4 a brief description of the circumstances, as known, surrounding the patient's death;

338.5 the name of any *medical practitioner* or other person treating the patient whilst the patient was on the *practice premises*; and

338.6 the name, where known, of any other person who was present at the time of the patient's death.

339. The Contractor shall send a copy of the report referred to in clause 337 to any other *Local Health Board* in whose area the deceased was resident at the time of the deceased's death.

Notifications to patients following a variation of the Contract

340. Where the Contract is varied in accordance with Part 18 of this Contract and, as a result of that variation:

340.1 there is to be a change in the range of *Services* provided to the Contractor's *registered patients*; or

340.2 patients who are on the *Contractor's list of patients* are to be removed from that list,

the LHB shall notify those patients in *writing* of the variation and its effect and inform them of the steps they can take to obtain elsewhere the services in question or, as the case may be, register elsewhere for the provision of *unified services* (or their equivalent).

Entry and inspection by the LHB

341. Subject to the conditions in clause 342, the Contractor shall allow persons authorised in *writing* by the LHB to enter and inspect the *practice premises* at any reasonable time. In addition, the LHB shall have the right at any reasonable time 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 applicable *Law*) that are reasonably connected to the delivery of *Services* under this Contract.

342. The conditions referred to in this clause 341 are that:

342.1 reasonable notice of the intended entry has been given;

342.2 written evidence of the authority of the person seeking entry is produced to the Contractor on request; and

342.3 entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

Entry and Inspection by Authorised Persons

343. The Contractor shall allow persons authorised by the Welsh Ministers to exercise their functions in accordance with sections 72 and 73 of the Health and Social Care (Community Health and Standards) Act 2003 (rights of entry).

Counter Fraud and Security Management

344. Upon the request of the LHB 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:

344.1 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

344.2 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.

345. 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.

346. The Contractor shall, on request by the LHB, permit the LHB 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 345.

347. The Contractor shall promptly upon becoming aware of any suspected fraud or corruption involving the patients or public funds, report such matter to the LHB.

348. The provisions of clauses 344 and 347 shall continue following termination of the Contract for any reason whatsoever and without limit in time.

PART 9

CERTIFICATES

349. 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:

349.1 is being attended to by a *medical practitioner* who is not:

349.1.1 employed or engaged by the Contractor;

349.1.2 if this Contract is with two or more persons in partnership, one of the partners; or

349.1.3 if this Contract is with a company limited by shares, one of the persons legally or beneficially owning shares in the company; or

349.2 is not being treated by or under the supervision of a *health care professional*.

350. The exception in clause 349.1 shall not apply where the certificate is issued in accordance with regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 (evidence of incapacity for work, limited capability for work and confinement) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 (medical information).

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 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.	Naval and Marine Pay and Pensions Act 1865 Air Force (Constitution) Act 1917 Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939 Personal Injuries (Emergency Provisions) Act 1939 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 (benefits under schemes for improving nutrition: pregnant women, mothers and children)
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 (Safeguard 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 1983
8. To support applications for certificates conferring exemption from charges in respect of drugs.	National Health Service Act 2006
9. To support a claim by or on behalf of a person with a significant cognitive impairment 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.

PART 10

PAYMENT UNDER THE CONTRACT

351. The LHB will pay the Contractor the *Contract Price* in accordance with Schedule 5, subject to the right of the LHB to set off against any amount payable to the Contractor under the Contract any amount that is owed by the Contractor to the LHB.

[DN: LHB TO EXPAND AND/OR POPULATE SCHEDULE 5]

PART 11

FEES, CHARGES AND FINANCIAL INTERESTS

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

352.1 any of its patients a fee or other remuneration for its own benefit or for the benefit of another person in respect of:

352.1.1 the provision of any treatment whether under the Contract or otherwise; or

352.1.2 any prescription or repeat prescription for any drug, medicine or *appliance*,

except in the circumstances set out in clause 359.

353. The Contractor must not, either for itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the patient's mental health, of:

353.1 the debt and mental health evidence form; or

353.2 any examination of the patient or of the patient's medical record in order to complete the form, the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

354. The Contractor must not, either for itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the preparation or provision of:

354.1 evidence that the individual is, or is at risk of being, a victim of domestic abuse which is intended to support an application by the individual for civil legal services; or

354.2 any other evidence that the individual is, or is at risk of being, a victim of domestic abuse which is of a description specified in regulations made by the Welsh Ministers or Secretary of State.

355. The Contractor shall in the provision of services to patients under the Contract:

355.1 provide information regarding services it provides otherwise than under the Contract only where appropriate and in accordance with the restriction on advertising *private services* in clause 362;

355.2 where it does provide such information, ensure that the information provided is fair and accurate; and

355.3 where the other services are available to the patient as part of the *health service* established under section 1(1) of *the Act* (Welsh Ministers' duty to promote health service), to inform the patient:

355.3.1 that the services are so available;

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

355.3.3 how to access that health service.

356. The Contractor must in making a decision:

356.1 to refer a patient for other services under *the Act*; or

356.2 to prescribe any drug, medicine or *appliance* to a patient,

make that decision without regard to its own financial interests.

357. The Contractor must not inform patients that any prescription for any drug, medicine or *appliance* must be dispensed only by the Contractor or by a person with whom the Contractor is associated.

358. The Contractor must not act in any way to encourage a patient to move to another of the Contractor's primary care contracts (if any) in order for the Contractor to obtain a financial gain.

359. The Contractor may demand or accept (directly or indirectly) a fee or other remuneration:

359.1 from any statutory body for services rendered for the purposes of that body's statutory functions;

359.2 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;

359.3 for treatment which is not *primary medical services* or otherwise required to be provided under the Contract and which is given:

359.3.1 at accommodation made available in accordance with the provisions of paragraph 11 of Schedule 5 to *the Act* (accommodation and services for private patients); or

359.3.2 in a registered nursing home which is not providing services under *the Act*,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under *the Act* 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 LHB, on a form provided by it for the purpose, with such information as the LHB may require;

359.4 under section 158 of the Road Traffic Act 1988;

359.5 when the Contractor treats a patient under clause 360 in which case it shall be entitled to demand and accept a reasonable fee (recoverable in certain circumstances under clause 361) for any treatment given, if it gives the patient a receipt;

359.6 for attending and examining (but not otherwise treating) a patient:

359.6.1 at a police station, at the patient's request, in connection with possible criminal proceedings against the patient;

359.6.2 at the request of a commercial, educational or not-for-profit organisation for the purpose of creating a medical report or certificate; or

359.6.3 for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the patient;

359.7 for treatment consisting of an immunisation for which no remuneration is payable by the LHB and which is requested in connection with travel abroad;

359.8 for a medical examination 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 for the purpose of creating a report relating to a road traffic accident or criminal assault, or that offers an opinion as to whether a patient is fit to travel; or

359.9 for testing the sight of a person to whom none of paragraphs (a), (b) or (c) of section 71(2) of *the Act* applies (including by reason of regulations under section 71(8) and (9) of *the Act*).

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

360. Subject to clause 361, where:

360.1 a person:

360.1.1 applies to the Contractor for the provision of *unified services*; and

360.1.2 claims to be on the *Contractor's list of patients*; and

360.2 the Contractor has reasonable doubts about that person's claim,

the Contractor must give any necessary treatment to that person and may demand and accept from that person a reasonable fee in accordance with clause 359.5.

361. Where:

361.1 a person from whom the Contractor has received a fee under clause 359.5 applies to the LHB for a refund within 14 days beginning with the date of the payment of the fee (or within such longer period not exceeding 4 weeks as the LHB may allow if it is satisfied that the failure to apply within 14 days was reasonable); and

361.2 the LHB is satisfied that that person was on the *Contractor's list of patients* when the treatment was given,

the LHB may recover the amount of the fee from the Contractor, by deduction from the *Contract Price* or otherwise, and must pay the amount recovered to the person who paid the fee.

Advertising private services

362. If the Contractor offers *private services*, which are not available to patients through the NHS, it must advertise those *private services* clearly and separately to the services available under the Contract.

363. Part 11 shall survive the expiry or termination of the Contract to the extent that it prohibits the Contractor from, either itself or through any other person, demanding or accepting from any patient of its a fee or other remuneration for its own or another's benefit:

363.1 for the provision of any treatment, whether under the Contract or otherwise, that was provided during the existence of the Contract; or

363.2 for any prescription or repeat prescription for any drug, medicine or *appliance*, that was provided during the existence of the Contract.

PART 12

CLINICAL GOVERNANCE

364. The Contractor shall have an effective *system of clinical governance* which includes appropriate standard operating procedures in relation to the management and use of controlled drugs. In this clause 364, "controlled drugs" has the meaning given in section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act).

365. The Contractor shall nominate a person who has responsibility for ensuring the effective operation of the *system of clinical governance*.

366. The Contractor must engage in discussion and peer review of clinical incidents that have occurred within the *practice* and local services.

367. Components of the 'system of clinical governance' include, but are not limited to, the Contractor:

    367.1 undertaking annually by 31 March:

        367.1.1 the Clinical Governance Practice Self-Assessment Tool; and

        367.1.2 the Information Governance Toolkit

        and submitting evidence of completion to the LHB on request, and

    367.2 complying with the *Assurance Framework* and the LHB's use of that *Assurance Framework* in relation to the Contractor.

368. The person nominated under clause 365 must be a person who performs or manages performance of services under the Contract.

CO-OPERATION WITH HEALTH EDUCATION AND IMPROVEMENT WALES

369. The Contractor shall co-operate with Health Education and Improvement Wales where Health Education and Improvement Wales is discharging functions it has been directed to exercise by the Welsh Ministers relating to:

    369.1 the provision of services under Part 4 of *the Act*; or

    369.2 persons who are employed or engaged, or who are considering becoming employed or engaged, in any activity which involves or is connected with the provision of services under Part 4 of *the Act*.

PART 13

INDEMNITY

370. The Contractor shall indemnify, and keep indemnified, the LHB against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities which are caused directly or indirectly by any act or omission of, or breach of obligation under the Contract by, the Contractor, its staff, agents or sub-contractors, save to the extent that the same was caused by any negligent act of the LHB or its staff.

INSURANCE

371. The Contractor shall at all times have in force in relation to it an indemnity arrangement which provides appropriate cover under the Contract [and, without prejudice the foregoing, meets the requirements in Schedule 6].

372. [The Contractor shall provide the LHB with a copy of all insurance policies obtained pursuant to clause 371 and/or a broker certified schedule of insurances together with evidence that the requisite premiums have been paid upon the LHB's request.]

373. Without prejudice to clauses [259 to 262], the Contractor shall not sub-contract its obligations to provide *clinical services* under the Contract unless it has satisfied itself that the sub-contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

373A For the purposes of clause 374 any reference to "the Contractor" is to be read as including:

373A.1 in the case of a Contract with a partnership, any partner in the partnership, and

373A.2 in the case of a Contract with a company limited by shares, any person legally or beneficially owning a share in the company and any director or secretary of the company.

374. The LHB, to the extent it considers reasonable and to the extent it is reimbursed in accordance with the Clinical Negligence Scheme for NHS Trusts and Local Health Boards established by regulation 3 of the 2019 Regulations, must indemnify the Contractor in respect of the Contractor's qualifying liabilities as specified in regulation 9(4) of the 2019 Regulations, provided the Contractor:

374.1 complies with the LHB's claims management protocol for *GMS contractors* (as amended from time to time) as if, for these purposes only, the Contractor is a *GMS contractor*; and

374.2 does not have any other indemnity arrangement in force in connection with *clinical services* which the Contractor provides under the Contract at the time the qualifying liability arose.

375. For the purposes of clauses 371 and 373 the Contractor is regarded as having in force in relation to it an indemnity arrangement:

375.1 if there is an indemnity arrangement in force in relation to 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; or

375.2 for its qualifying liabilities specified in regulation 9(4) of the 2019 Regulations, to the extent provided for under clause 374.

376. For the purposes of clauses 371 to 375:

"the 2019 Regulations" means the National Health Service (Clinical Negligence Scheme) (Wales) Regulations 2019;

"appropriate cover" means cover against liabilities that may be incurred by the Contractor in the performance of *clinical services* under the Contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services [and which also provides cover at least to the levels specified in Schedule 6 (except to the extent that the indemnity arrangement falls within clauses 374 and 375.2)];

"indemnity arrangement" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor.

377. The Contractor shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which are not covered by the indemnity arrangement referred to in clause 371 [and which meets the requirements in Schedule 6].

PART 14

Confidentiality

378. Subject always to the obligations of the Parties under statute or common law, in respect of such *Confidential Information* it may receive from the other Party (the "Discloser"), each Party (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such *Confidential Information* to any third party, without the Discloser's prior written consent provided that the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract.

379. The provisions of clause 378 shall not apply to any *Confidential Information* which:

379.1 is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;

379.2 is obtained by a third party who is lawfully authorised to disclose such information;

379.3 is authorised for release by the prior written consent of the Discloser; or

379.4 is identified as no longer needing to be regarded as confidential in accordance with the following timescales:

[[ ] years relating to all classes of information] [[ ] years relating to [ ] class of information], [ ] years relating to [ ] class of information]].

380. Nothing in clause 378 shall prevent the Recipient from disclosing *Confidential Information* where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable *Law* [or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate *holding company* provided that the Contractor procures that such *holding company* complies with clauses 378 to 384 as if any reference to the Contractor in those clauses were a reference to such *holding company]*.

381. The Contractor authorises the LHB to disclose the *Confidential Information* to such person(s) from time to time to the extent as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the *Services* supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The LHB shall use all reasonable endeavours to ensure that such

person(s) keeps the *Confidential Information* confidential and does not make use of the *Confidential Information* except for the purpose for which the disclosure is made.

Data Protection [DN: LHBs WILL NEED TO CONSIDER THE DATA PROTECTION POSITION FOR EACH CONTRACT (IN CONJUNCTION WITH THEIR INFORMATION GOVERNANCE TEAMS, LEGAL & RISK SERVICES, OR OTHER LEGAL ADVISERS) AND DETERMINE WHETHER THESE PROVISIONS (AND CLAUSE 393, WHICH REQUIRES THE CONTRACTOR TO COMPLY WITH LEGISLATION/GUIDANCE) ARE SUFFICIENT/APPROPRIATE AND ALSO, IN RELATION TO ANY SUB-CONTRACTING, WHETHER ADDITIONAL CONDITIONS AROUND DATA PROTECTION WOULD NEED TO BE IMPOSED AS PART OF ANY CONSENT THE LHB MIGHT PROVIDE]

382. Without prejudice to clause 393, the Contractor shall:

382.1 perform its obligations under this Contract in such a way as to ensure that it does not cause the LHB to breach any of its applicable obligations under the *data protection legislation*; [and].

382.2 be liable for and shall indemnify (and keep indemnified) the LHB against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements) and demands incurred by the LHB which arise from a breach by the Contractor (or any of its employees, servants, agents or sub-contractors) of its/their obligations under the *data protection legislation*[; and][.]

382.3 [enter into a data sharing agreement with the LHB (on terms determined by the LHB, acting reasonably) if required to do so by the LHB (at the LHB's absolute discretion) so as to set out the Parties' obligations in relation to any personal data which may be shared between the Parties.]

Freedom of Information

383. The Contractor shall use all reasonable efforts to assist the LHB to comply with such obligations as are imposed on the LHB by the Freedom of Information Act 2000 (the "2000 Act") and the Code of Openness in the NHS (the "Code") including providing the LHB with reasonable assistance in complying with any request for information in connection with the *Services* served on the LHB under the 2000 Act or the Code and processing information provided by the LHB in accordance with a record management system which complies with the Lord Chancellor's records management recommendations and code of conduct under section 46 of that Act.

384. Subject to clause 379.4, the provisions of this Part 14 shall continue in force following expiry or termination of the Contract (for any reason) without limit in time.

PART 15

GIFTS AND ANTI BRIBERY

385. The Contractor shall keep a register of gifts which:

    385.1 are given to any of the persons specified in clause 386 by, or on behalf of, a patient, a relative of a patient or any person who provided or wishes to provide services to the Contractor or its patients in connection with the Contract; and

    385.2 have, in its reasonable opinion, an individual value of more than £100.00.

386. The persons referred to in clause 385 are:

    386.1 the Contractor;

    386.2 if the Contract is with two or more persons in partnership, any partner;

    386.3 if the Contract is with a company limited by shares, any person legally or beneficially holding a share in the company, or a director or secretary of the company;

    386.4 any person employed by the Contractor for the purposes of the Contract;

    386.5 any *general medical practitioner* engaged by the Contractor for the purposes of the Contract;

    386.6 any spouse or civil partner of the Contractor (if the Contractor is an individual *medical practitioner*) or of a person specified in clauses 386.2 to 386.5; or

    386.7 any person whose relationship with the Contractor (where the Contractor is an individual *medical practitioner*) or with a person specified in clauses 386.2 to 386.5 has the characteristics of the relationship between spouses.

387. Clause 385 does not apply where:

    387.1 there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the Contractor;

    387.2 the Contractor is not aware of the gift; or

    387.3 the Contractor is not aware that the donor wishes to provide services to the Contractor or its patients.

388. The Contractor shall take reasonable steps to ensure that it is informed of gifts which fall within clause 385 and which are given to the persons specified in clauses 386.2 to 386.7.

389. The register referred to in clause 385 shall include the following information:

389.1 the name of the donor;

389.2 in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, their address;

389.3 in any other case, the address of the donor;

389.4 the nature of the gift;

389.5 the estimated value of the gift; and

389.6 the name of the person or persons who received the gift.

390. The Contractor shall make the register available to the LHB on request.

Bribery Act

391. The Contractor must not commit any *prohibited act*.

392. If the Contractor or its employees or agents (or anyone acting on its or their behalf) commits any *prohibited act* in relation to the Contract with or without the knowledge of the LHB, the LHB is entitled to:

392.1 exercise its right to terminate under clause 424 and to recover from the Contractor the amount of any loss resulting from the termination;

392.2 recover from the Contractor the amount or value of any gift, consideration or commission concerned; and

392.3 recover from the Contractor any loss or expense sustained in consequence of the carrying out of the *prohibited act* or the commission of the offence.

Covid Anti-viral treatments

392A The Contractor shall, if a patient has tested positive for Covid-19, clinically assess the patient inclusive of Covid-19 antiviral treatment. If clinically appropriate the Contractor shall prescribe and, if relevant, dispense Paxlovid to the patient.

Frailty Indexing

392B The Contractor shall undertake a frailty assessment as part of chronic disease annual review, on appropriate patients, utilising the Rockwood assessment tool.

392C The Contractor may also assess patient frailty during other interactions during the year.

392D The Contractor shall update the patient's medical record with appropriate coding once a diagnosis has been confirmed.

Ethnicity Recording

392E The Contractor shall record the ethnicity of all patients, including new patients, in the patient's medical record, using the ethnic group categories in the national minimum dataset questionnaire.

Welsh identity verification service (WIVS)

392F The Contractor shall support patients requiring assistance with the Welsh Identity Verification Service process to enable patients to access the NHS Wales App.

PART 16

COMPLIANCE WITH LEGISLATION AND GUIDANCE

393. The Contractor shall comply (and the Contractor shall ensure that those it employs or engages comply) with:

393.1 all *NHS requirements*;

393.2 all relevant [legislation]*[Law]*; and

393.3 all relevant guidance and codes of practice issued from time to time by:

393.3.1 the LHB, Welsh Ministers or Local Authorities in respect of the exercise of their functions under *the Act*; or

393.3.2 any *regulatory or supervisory body*.

394. The Contractor must provide the *Services* under the Contract in a manner that assists the LHB to comply with the Health and Care Standards and Duty of Quality Guidance in which those standards are set.

Non-discrimination

395. The Contractor shall:

395.1 ensure that it complies with all current employment legislation and any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the *Services*. The Contractor shall take all reasonable steps to ensure that any employees employed in the provision of the *Services* do not unlawfully discriminate within the meaning of this clause 395; and

395.2 in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with the LHB in light of the LHB's obligations to comply with statutory equality duties. The Contractor shall take such steps as the LHB considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation, age, marriage and civil partnership, pregnancy and maternity, and gender assignment in the provision of the *Services*.

396. The Contractor shall fully indemnify and keep the LHB fully indemnified on demand against all claims, charges, demands, liabilities, damages, losses and expenses

incurred or suffered by the LHB arising out of or in connection with any investigation conducted or any proceedings brought under the legislation referred to in clause 395 above due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.

397. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by clause 395.

PART 17

CONCERNS, COMPLAINTS AND INVESTIGATIONS

Concerns and complaints

398. The Contractor shall establish and operate arrangements which meet the requirements of the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 to deal with any concerns or complaints about any matter reasonably connected with the provision of services under the Contract.

Co-operation with investigations

399. The Contractor shall co-operate with:

    399.1 any investigation of a complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 in relation to any matter reasonably connected with the provision of services under the Contract undertaken by the:

        399.1.1 LHB;

        399.1.2 Welsh Ministers; and

        399.1.3 Public Services Ombudsman for Wales; and

    399.2 any investigation of a complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 by an NHS body or *local authority* which relates to a patient or former patient of the Contractor.

400. In the previous clause 399:

    "NHS body" means the LHB, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, an Integrated Care Board, NHS England, a *Local Health Board*, a *Health Board*, a *Health and Social Services Board* or a *Health and Social Care Trust*;

    "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 section 2 of the Local Government etc. (Scotland) Act 1994, or a council of a county or county borough in Wales.

401. The co-operation required by clause 399 includes:

401.1 answering questions reasonably put to the Contractor by the LHB;

401.2 providing any information relating to the complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 reasonably required by the LHB; and

401.3 attending any meeting to consider the complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 (if held at a reasonably accessible place and at a reasonable hour, and due notice has been given) if the Contractor's presence at the meeting is reasonably required by the LHB.

402. For the avoidance of doubt, and without prejudice to clause 393, the Contractor shall comply with the "Putting Things Right" guidance issued from time to time by the Welsh Ministers (the current version at the date of this Contract being available at: https://www.gov.wales/sites/default/files/publications/2023-05/putting-things-right-guidance.pdf) when any complaint is made under the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011.

Provision of information about complaints

403. The Contractor shall inform the LHB, at such intervals as required, of the number of complaints it has received under the procedure established in accordance with this Part 17.

404. Part 17 of this Contract shall survive the expiry or termination of the Contract insofar as it relates to any complaint or investigation reasonably connected with the provision of services under the Contract before it terminated.

PART 18

VARIATION AND TERMINATION OF THE CONTRACT

Variation of the Contract: general

405. Subject to clauses 406 and 443 to 447, no amendment or variation shall have effect unless it is in writing and signed by or on behalf of the LHB and the Contractor.

406. In addition to the specific provision made in clauses 443 to 447, the LHB may vary the Contract without the Contractor's consent where it:

    406.1 is reasonably satisfied that it is necessary to vary the Contract so as to comply with *the Act*, any regulations made pursuant to *the Act*, or any direction given by the Welsh Ministers pursuant to *the Act*; and

    406.2 notifies the Contractor in *writing* of the wording of the proposed variation and the date upon which that variation is to take effect.

407. Where it is reasonably practicable to do so, the date that the proposed variation is to take effect shall be not less than 14 days after the date on which the notice under clause 406.2 is served on the Contractor.

408. Where any variation is imposed under clause 406 and the Contractor can demonstrate to the LHB's reasonable satisfaction that complying with such variation would result in an increase of more than [ ]% in the Contractor's costs for providing the *Services*, the Contractor and the LHB shall discuss, and if possible agree, any variation to the *Contract Price* consequent upon the variation to the Contract, and in default of agreement the Dispute may be referred to the Dispute Resolution Procedure under clause 456 and Schedule 11. The Contractor agrees that there shall be no increase to the *Contract Price* in any other circumstances.

Termination by agreement

409. The LHB and the Contractor may agree in *writing* to terminate the Contract, and if the Parties so agree, they shall agree the date upon which that termination will take effect and any further terms upon which the Contract should be terminated.

Termination due to a continuing *force majeure event*

410. Either Party may terminate this Contract by notice in *writing* within such period as is reasonable in the circumstances (which shall be no shorter than 28 days) in the circumstances specified in clause 463.

[Termination on the death of an individual medical practitioner

411. Where the Contractor is an individual *medical practitioner* and the Contractor dies, the Contract terminates at the end of the period of 7 days beginning with the date of the Contractor's death unless, before the end of that period, clause 412 applies (in which case the Contract then terminates at the end of the period agreed in accordance with clause 412.2.3).

412. This clause 412 applies where:

412.1 the LHB agrees in *writing* with the Contractor's personal representatives that the Contract is to continue for a further period, not exceeding 28 days, from the end of the period of 7 days; and

412.2 the Contractor's personal representatives confirm in *writing* to the LHB that they wish to employ or engage one or more *general medical practitioners* to assist in the continuation of the provision of *clinical services* under the Contract and after discussion with the LHB:

412.2.1 the LHB agrees to provide reasonable support which would enable *clinical services* under the Contract to continue;

412.2.2 the LHB and the Contractor's personal representatives agree the terms upon which the provision of *clinical services* can continue; and

412.2.3 the LHB and the Contractor's personal representatives agree the period during which *clinical services* must be provided being a period of not more than 28 days starting on the day after the end of the period of 7 days referred to in clause 411.

413. Clause 411 does not affect any other rights to terminate the Contract which the LHB or Contractor may have.]

[Termination by the Contractor

414. The Contractor may terminate the Contract by serving notice in *writing* on the LHB at any time.

415. Where the Contractor serves notice pursuant to clause 414, the Contract shall terminate [ ] months after the date on which the notice is served ("the termination date"), save that if the termination date is not the last calendar day of a month, the Contract shall instead terminate on the last calendar day of the month in which the termination date falls.

416. Clauses 414 and 415 are without prejudice to any other rights to terminate the Contract that the LHB or Contractor may have.]

Late payment notices

417. The Contractor may give notice in *writing* ("late payment notice") to the LHB if the LHB has failed to make any payments due to the Contractor in accordance with Part 10 of this Contract. The Contractor shall specify in the late payment notice the payments that the LHB has failed to make in accordance with Part 10 of the Contract.

418. Subject to clause 419, the Contractor may, at least 28 days after having served a late payment notice, terminate the Contract by a further written notice if the LHB has still failed to make payments due to the Contractor, and that were specified in the late payment notice served on the LHB pursuant to clause 417.

419. If, following receipt of a late payment notice, the LHB refers the matter to the *NHS dispute resolution procedure* within 28 days of the date upon which it is served with the late payment notice, and it notifies the Contractor in *writing* that it has done so within that period of time, the Contractor may not terminate the Contract pursuant to clause 418 until:

    419.1 there has been a determination of the dispute pursuant to the *NHS dispute resolution procedure* and that determination permits the Contractor to terminate the Contract; or

    419.2 the LHB ceases to pursue the *NHS dispute resolution procedure*,

    whichever is the sooner.

420. Clauses 417 to 419 are without prejudice to any other rights to terminate the Contract that the Contractor may have.

Termination by the LHB: general

421. The LHB may only terminate the Contract in accordance with:

    421.1 the provisions of Part 18 of this Contract; or

    421.2 such other termination provisions as the Contractor and LHB include in the Contract.

Termination by the LHB on notice

422. The LHB may terminate the Contract by serving [ ] months notice in *writing* on the Contractor at any time.

Termination by the LHB for provision of untrue etc. information

423. The LHB may serve notice in *writing* on the Contractor terminating the Contract with immediate effect, or from such date as may be specified in the notice if, after this Contract was entered into, it comes to the attention of the LHB that written information provided to the LHB by the Contractor:

    423.1 before the Contract was entered into; or

    423.2 pursuant to clauses [331, 332 or 334],

    in relation to the conditions set out in direction 3 of the *APMS Directions* (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

Other grounds for termination by the LHB

424. The LHB may serve notice in *writing* on the Contractor terminating the Contract with immediate effect, or from such date as may be specified in the notice if clause 426 applies to the Contractor at any time.

425. References in clause 424 and 426 to the contractor are:

    425.1 in the case of a Contract with an individual, that individual;

    425.2 in the case of a Contract with a company:

        425.2.1 the company; or

        425.2.2 any director or company secretary of the company;

    425.3 in the case of a Contract with partnership:

        425.3.1 any partner in the partnership; or

        425.3.2 the partnership; or

    425.4 in the case of a Contract with an industrial and provident society, a friendly society, a voluntary organisation or any other body:

        425.4.1 the society, organisation or other body, or

        425.4.2 an officer, trustee or any other person concerned with the management of the society, organisation or body.

426. This clause applies if:

    426.1 the contractor is the subject of a *national disqualification*;

426.2 subject to clause 427, the contractor has been disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any *licensing body* anywhere in the world;

426.3 subject to clause 428, the contractor has been dismissed (otherwise than by reason of redundancy) from employment by a *health service body,* unless before the LHB has given notice to the contractor terminating the Contract pursuant to this clause, the contractor is employed by the *health service body* from which the contractor was dismissed or by another *health service body*;

426.4 the contractor has been removed from, or refused admission to, a *primary care list* by reason of inefficiency, fraud or unsuitability (within the meaning of section 107(2), (3) and (4) of *the Act* respectively) unless the Contractor's name has subsequently been included in such a list;

426.5 the contractor has been convicted in the United Kingdom of murder;

426.6 the contractor has been convicted in the United Kingdom of a criminal offence other than murder, and has been sentenced to a term of imprisonment longer than 6 months;

426.7 subject to clause 429, the contractor has been convicted elsewhere of an offence which would, if it were committed in England and Wales constitute murder, and:

426.7.1 the offence was committed on or after 26 August 2002, and

426.7.2 the contractor was sentenced to a term of imprisonment of longer than 6 months;

426.8 the contractor has been convicted of an offence, referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons, with respect to special provisions of this Act apply), or in Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply);

426.9 the contractor has at any time been included in:

426.9.1 any barred list within the meaning of the Safeguarding Vulnerable Groups Act 2006; or

426.9.2 any barred list within the meaning of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (barred lists),

unless the contractor was removed from the list either on the grounds that it was not appropriate for the contractor to have been included in it or as the result of a successful appeal;

426.10 the contractor has, within the period of 5 years before the signing of the Contract, been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission, the Charity Commission for Northern Ireland or the High Court, and that order was made on the grounds of misconduct or mismanagement in the administration of a charity for which the contractor was responsible or to which the contractor was privy, or which was contributed to, or facilitated by, the contractor's conduct;

426.11 the contractor has, within the period of 5 years before the signing of the Contract or commencement of the Contract (whichever is earlier), been removed from being concerned with the management or control of a body in any case where removal was by virtue of section 34(5)(e) of the Charities and Trustees Investment (Scotland) Act 2005 (powers of Court of Session);

426.12 the contractor:

426.12.1 has been made bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled; or

426.12.2 has had sequestration of the contractor's estate awarded and has not been discharged from the sequestration;

426.13 the contractor is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 (bankruptcy restrictions order and undertaking), or Schedule 2A to the Insolvency (Northern Ireland) Order 1989 (bankruptcy restrictions order and undertaking) or Part 13 of the Bankruptcy (Scotland) Act 2016 (bankruptcy restrictions orders and interim bankruptcy restrictions orders), unless the contractor has been discharged from that order or that order has been annulled;

426.14 the contractor:

426.14.1 is subject to a moratorium period under a debt relief order under Part 7A of the Insolvency Act 1986 (debt relief orders); or

426.14.2 is the subject of a debt relief restrictions order or an interim debt relief restrictions order under Schedule 4ZB to that Act (debt relief restrictions orders and undertakings), unless that order has ceased to have effect or has been annulled;

426.15 the contractor has made a composition agreement or arrangement with, or a trust deed has been granted for, the contractor's creditors and the contractor has not been discharged in respect of it;

426.16 the contractor is a company which has been wound up under Part 4 of the Insolvency Act 1986 (winding up of companies registered under the Companies Acts);

426.17 the contractor has had an administrator, administrative receiver or receiver appointed in respect of it;

426.18 the contractor has had an administration order made in respect of the contractor under Schedule B1 to the Insolvency Act 1986 (administration);

426.19 the contractor is a partnership and:

426.19.1 the partnership is dissolved by one of the partners, or a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator; or

426.19.2 an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;

426.20 the contractor is subject to:

426.20.1 a disqualification order under section 1 of the Company Directors Disqualification Act 1986 (disqualification orders: general) or a disqualification undertaking under section 1A of that Act (disqualification undertakings: general);

426.20.2 a disqualification order or disqualification undertaking under Article 3 (disqualification orders: general) or Article 4 (disqualification

undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002; or

426.20.3 a disqualification order under section 429(2) of the Insolvency Act 1986 (disabilities on revocation of administration order against an individual);

426.21 the Contractor has refused to comply with a request by the LHB for the Contractor to be medically examined because the LHB is concerned that the Contractor is incapable of adequately providing services under the Contract; and, where the Contract is with:

426.21.1 a partnership, and any partner has refused to comply with such a request, or

426.21.2 a company limited by shares, and any person legally or beneficially owning a share in the company or any director or secretary of the company has refused to comply with such a request, and

the LHB is not satisfied that the Contractor is taking adequate steps to deal with the matter; or

426.22 the contractor or its employees or agents (or anyone acting on its or their behalf) commits any *prohibited act* in relation to the Contract with or without the knowledge of the LHB.

427. The LHB shall not terminate the Contract pursuant to clause 426.2 where the LHB is satisfied that the disqualification or suspension imposed by a *licensing body* outside the United Kingdom does not make the person unsuitable to be:

427.1 the Contractor, if the Contract is with an individual;

427.2 if the Contract is with a company:

427.2.1 a person legally or beneficially owning a share in that company, or

427.2.2 any director or company secretary of that company;

427.3 if the Contract is with a partnership, a partner in the partnership; or

427.4 if the Contract is with an industrial and provident society, a friendly society, a voluntary organisation or any other body, an officer, trustee or any other person concerned with the management of the society, organisation or body

as the case may be.

428. The LHB shall not terminate the Contract pursuant to clause 426.3 until:

428.1 a period of at least 12 weeks has elapsed since the date of the dismissal of the person concerned; or

428.2 if, during that period of time, the person concerned brings proceedings in any competent tribunal or court in respect of the person's dismissal, until proceedings before that tribunal or court are concluded,

and the LHB may only terminate the Contract at the end of the period specified in clause 428.2 if there is no finding of unfair dismissal at the end of those proceedings.

429. The LHB shall not terminate the Contract pursuant to clause 426.7 where the LHB is satisfied that the conviction does not make the person unsuitable to be:

429.1 the Contractor, if the Contract is with an individual;

429.2 if the Contract is with a company:

429.2.1 a person legally or beneficially owning a share in that company; or

429.2.2 any director or company secretary of that company;

429.3 if the Contract is with a partnership, a partner in the partnership; or

429.4 if the Contract is with an industrial and provident society, a friendly society, a voluntary organisation or any other body, an officer, trustee or any other person concerned with the management of the society, organisation or body

as the case may be.

Termination by the LHB where patients' safety is seriously at risk or where there is risk of material financial loss to the LHB

430. The LHB may serve notice in *writing* on the Contractor terminating the Contract forthwith or with effect from such date as may be specified in the notice if:

430.1 the Contractor has breached the Contract and as a result of that breach, the safety of the Contractor's patients is at serious risk if the Contract is not terminated; or

430.2 the Contractor's financial situation is such that the LHB considers that the LHB is at risk of material financial loss.

Termination by the LHB for unlawful or unauthorised sub-contracting

431. If the Contactor breaches clauses [259 to 262] and it comes to the attention of the LHB that the Contractor has done so, the LHB shall serve a notice in *writing* on the Contractor:

431.1 terminating the Contract with immediate effect; or

431.2 instructing the Contractor to terminate the sub-contracting arrangements that give rise to the breach with immediate effect, and if it fails to comply with the instruction, the LHB must serve a notice in *writing* on the Contractor terminating the Contract forthwith.

Termination by the LHB: remedial notices and breach notices [DN: LHB WILL NEED TO REVIEW/TAILOR THESE PROVISIONS IN LIGHT OF ANY PROVISIONS/MECHANISMS INCLUDED IN SCHEDULE 7]

432. Where the Contractor has breached the Contract other than as specified in clauses 423 to 431 and the breach is capable of remedy, the LHB shall, before taking any action it is otherwise entitled to take by virtue of the Contract, serve a notice on the Contractor requiring it to remedy the breach ("remedial notice").

433. A remedial notice shall specify:

433.1 details of the breach;

433.2 the steps the Contractor must take to the satisfaction of the LHB in order to remedy the breach; and

433.3 the period during which the steps must be taken ("the notice period").

434. The notice period shall, unless the LHB is satisfied that a shorter period is necessary to protect the safety of the Contractor's patients or protect itself from material financial loss, be no less than 28 days from the date that notice is given.

435. Where the LHB is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the LHB may terminate the Contract with effect from such date as the LHB may specify in a further notice to the Contractor.

436. Where the Contractor has breached the Contract other than as specified in clauses 423 to 431 and the breach is not capable of remedy, the LHB may serve notice on the Contractor requiring it not to repeat the breach ("breach notice").

437. If, following a breach notice or a remedial notice, the Contractor:

437.1 repeats the breach that was the subject of the breach notice or the remedial notice; or

437.2 otherwise breaches the Contract resulting in either a remedial notice or a further breach notice,

the LHB may serve notice on the Contractor terminating the Contract with effect from such date as may be specified in that notice.

438. If the Contractor is in breach of any obligation and a breach notice or a remedial notice in respect of that default has been given to the Contractor, the LHB may (without prejudice to any other rights or remedies it may have) withhold or deduct monies which would otherwise be payable under the Contract in respect of that obligation which is the subject of the default.

Termination by the LHB: additional provisions specific to Contracts with bodies corporate

439. Where the Contractor is a body corporate, if the LHB becomes aware that the Contractor is carrying on any business which the LHB considers to be detrimental to the Contractor's performance of its obligations under the Contract:

439.1 the LHB shall be entitled to give notice to the Contractor requiring that it ceases carrying on that business before the end of a period of not less than 28 days beginning on the day on which the notice is given ("the notice period"); and

439.2 if the Contractor has not satisfied the LHB that it has ceased carrying on that business by the end of the notice period, the LHB may, by a further written notice, terminate the Contract forthwith or from such date as may be specified in the notice.

440. The LHB may serve notice in *writing* on the Contractor terminating the Contract forthwith or with effect from such date as may be specified in the notice if the Contractor undergoes a *change of control* that has not been approved in advance in *writing* by the LHB.

Termination by the LHB: additional provisions specific to Contracts with two or more persons in partnership

441. Where the Contractor is two or more persons in partnership, the LHB shall be entitled to terminate the Contract by notice in *writing* on such date as may be specified in that

notice where one or more partners have left the *practice* (including, but not limited to, where one or more of the partners has died) during the existence of the Contract if in its reasonable opinion, the LHB considers that the change in membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the LHB to perform its obligations under the Contract.

442. A notice given to the Contractor pursuant to clause 441 shall specify:

442.1 the date upon which the Contract is to be terminated; and

442.2 the LHB's reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the LHB to perform its obligations under the Contract.

Contract sanctions [DN: LHB WILL NEED TO REVIEW THESE PROVISIONS IN LIGHT OF ANY PROVISIONS/MECHANISMS INCLUDED IN SCHEDULE 7]

443. In clauses 444 to 447, "contract sanction" means:

443.1 termination or suspension of specified reciprocal obligations under the Contract; or

443.2 withholding or deducting monies otherwise payable under the Contract.

444. Where the LHB is entitled to terminate the Contract it may instead impose any of the contract sanctions if the LHB is reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the LHB's entitlement to terminate the Contract.

445. If the LHB decides to impose a contract sanction, it must notify the Contractor in *writing* of the contract sanction that it proposes to impose, the date upon which that sanction is to be imposed and provide in that notice an explanation of the effect of the imposition of that sanction.

446. Where the LHB imposes a contract sanction, the Contractor shall provide all information and assistance to the LHB, throughout the period that the contract sanction applies, as the LHB may reasonably require.

447. Where the LHB imposes a contract sanction, the LHB shall be entitled to charge the Contractor the reasonable costs that the LHB has incurred in order to impose, or as a result of imposing, the contract sanction.

Consequences of termination

448. The termination of the Contract, for whatever reason, is without prejudice to the accrued rights of either Party under the Contract.

449. On the termination of the Contract for any reason (and in relation to clauses 449.2, 449.5 and to the extent specified in Schedule 10, also in advance of termination) the Contractor shall:

449.1 subject to the requirements of this clause and Schedule 10, cease performing any work or carrying out any obligations under the Contract;

449.2 co-operate with the LHB to enable any outstanding matters under the Contract to be dealt with or concluded in a satisfactory manner;

449.3 co-operate with the LHB to enable the Contractor's patients to be transferred to one or more other *primary medical services contractors* or providers of *unified services* (or their equivalent), which shall include:

449.3.1 providing reasonable information about individual patients; and

449.3.2 delivering patient records,

to such other appropriate person or persons as the LHB specifies;

449.4 deliver up to the LHB all property belonging to the LHB including all documents, forms, computer hardware and software, drugs, *appliances* or medical equipment which may be in the Contractor's possession or control; and

449.5 comply with the provisions in Schedule 10

and, for the avoidance of doubt, references to termination also include expiry of the Contract.

450. Subject to clauses 451 to 453 the LHB's obligation to make payments to the Contractor in accordance with the Contract shall cease on the date of termination of the Contract.

451. **[DN: THE FOLLOWING PROVISIONS NEED TO BE REVIEWED/AMENDED IN LIGHT OF THE CONTENTS OF SCHEDULES 5 AND 10]**[On termination of the Contract for any reason, the LHB shall perform a reconciliation taking into account (among other things) any sums due from the Contractor to the LHB, and the payments made by the LHB to the Contractor and the extent to which the Contractor has performed the obligations under the Contract to which those payments relate. The

LHB shall also, in the event that the Contractor has terminated the Contract pursuant to [clause 414] but has not performed its obligations under the Contract for the duration of the notice period (or such shorter period as the LHB and Contractor have agreed in *writing*), be entitled to reflect in the reconciliation any additional costs that the LHB has incurred in securing alternative services for the duration of that notice period. The LHB shall serve the Contractor with written details of the reconciliation as soon as reasonably practicable, and in any event no later than 28 days after the termination of the Contract.

452. If the Contractor disputes the accuracy of the reconciliation, the Contractor may refer the dispute to the *NHS dispute resolution procedure* within 28 days beginning on the date on which the LHB served the Contractor with written details of the reconciliation. The Parties shall be bound by the determination of the dispute.

453. Each Party shall pay the other any monies due within three months of the date on which the LHB served the Contractor with written details of the reconciliation, or the conclusion of the *NHS dispute resolution procedure*, as the case may be.

454. Should the Contractor:

454.1 breach the Contract entitling the LHB to serve written notice on the Contractor terminating the Contract;

454.2 issue the LHB with notice of termination under clause 414 but cease to perform all or a material part of the *Services* before the expiry of the notice period;

454.3 issue the LHB with notice of termination under clause 414 but fail to perform the *Services* to the LHB's reasonable satisfaction during the notice period until the due termination date; or

454.4 otherwise cease to provide all or a material part of the *Services* without notice to the LHB in accordance with clause 414,

then, without prejudice to all other remedies available to the LHB, the LHB shall be entitled to engage replacement contractor(s) for the provision of all or part of the *Services* on such terms and conditions as the LHB sees fit and the Contractor shall immediately pay the LHB the cost of engaging the replacement contractor(s) together with all additional expenditure incurred by the LHB (including all management costs incurred by the LHB) throughout the remainder of the unexpired portion of the due notice period in the case of clauses 454.2 or 454.3, or in the case of clauses 454.1 or 454.4 for the full notice period (or for six months (if greater)). Further, upon request of

the LHB, the Contractor will grant a licence to enable the replacement contractor(s) to access and use the *practice premises* free of charge for such period as the LHB may reasonably require and upon such further terms at the LHB may at its absolute discretion determine.]

455. The obligations contained in clauses 448 to 454 shall continue to apply notwithstanding the termination of the Contract.

PART 19

DISPUTE RESOLUTION

456. The provisions of Schedule 11 shall apply.

457. Clause 456 and Schedule 11 shall survive the expiry or termination of the Contract.

TUPE, Exit, Re-tendering and Handover

458. On termination or expiry, in whole or in part, of this Contract (and to the extent specified in Schedule 10, in advance of termination) the provisions of Schedule 10 will apply and will continue to apply notwithstanding termination of the Contract.

[DN: SCHEDULE 10 IS CURRENTLY BLANK AND WILL NEED TO BE POPULATED BY THE LHB AS NEEDED, NOTING THE FINAL FORM OF THE TEXT IN CLAUSES 448 - 455. THE LHB SHOULD ALSO NOTE THAT IT WILL NEED TO INCLUDE ADDITIONAL PROVISIONS (EITHER IN SCHEDULE 10 IF CLAUSE 458 IS AMENDED TO ENSURE SCHEDULE 10 DOES NOT JUST APPLY ON EXIT, OR ELSEWHERE IN THE CONTRACT) IF THERE MAY ALSO BE A TRANSFER OF STAFF ON COMMENCEMENT, AND THE LHB WILL NEED TO BE PARTICULARLY CAREFUL (TAKING NOT JUST LEGAL ADVICE BUT ALSO SPECIALIST PENSION ADVICE) REGARDING THOSE PROVISIONS IF EITHER STAFF ARE TRANSFERRING FROM THE LHB TO THE CONTRACTOR AT THE COMMENCEMENT OF THIS CONTRACT OR STAFF HAVE PREVIOUSLY TRANSFERRED FROM THE NHS TO THE INCUMBENT OR A PREDECESSOR]

PART 20

FORCE MAJEURE

459. Subject to clauses 460 to 462, a Party shall not be responsible to the other Party for any failure or delay in performance of its obligations and duties under this Contract to the extent that *a force majeure event* occurs and that party *(the* "Affected Party") is prevented from carrying out those obligations or duties by that *force majeure event*.

460. On the occurrence of a *force majeure event*, the Affected Party must as soon as practicable:

460.1 inform the other Party in *writing* of such *force majeure event* including evidence of its effect on its obligations of the Affected Party and any action proposed to mitigate its effect; and

460.2 take all action within its power to comply with the terms of this Contract as fully and promptly as possible.

461. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate steps to mitigate the effects of the *force majeure event* and facilitate the continued performance of the Contract.

462. Unless the Affected Party complies in full with clauses 460 and 461, clause 459 shall not have the effect of absolving it from its obligations under this Contract. For the avoidance of doubt, any actions or omissions of either Party's personnel or any failures of either Party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.

463. If the Affected Party is delayed or prevented from performing its obligations and duties under the Contract for a continuous period of 3 months, then either Party may terminate this Contract by notice in *writing* within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

464. The termination shall not take effect at the end of the notice period if the Affected Party is able to resume performance of its obligations and duties under the Contract and the Parties agree in writing that the Contract should continue.

PART 21

MISCELLANEOUS PROVISIONS

Warranties

465. Each of the Parties warrants that it has power to enter into this Contract and has obtained any necessary approvals to do so.

466. The Contractor warrants that:

466.1 all information in *writing* provided to the LHB in seeking to become a party to this Contract was, when given, true and accurate in all material respects, and in particular, that the LHB would not be prohibited from entering into the Contract with the Contractor pursuant to direction 3 of the *APMS Directions*;

466.2 no information has been omitted which would make the information that was provided to the LHB materially misleading or inaccurate;

466.3 no circumstances have arisen which materially affect the truth and accuracy of such information; and

466.4 it is not aware as at the date of this Contract of anything within its reasonable control which may or will materially adversely affect its ability to fulfil its obligations under this Contract.

467. To the best of the LHB's knowledge, the LHB warrants that it has used reasonable endeavours to ensure that:

467.1 all information in *writing* which it provided to the Contractor specifically to assist the Contractor to become a party to this Contract was, when given, true and accurate in all material respects;

467.2 no information has been omitted which would make the information that was provided to the Contractor materially misleading or inaccurate; and

467.3 no circumstances have arisen which materially affect the truth and accuracy of such information.

468. The LHB has relied on, and is entitled to rely on, information provided to it by the Contractor in the course of negotiating the Contract.

Non-survival of terms

469. Unless expressly provided, no term of this Contract shall survive expiry or termination of this Contract. Express provision is made in relation to:

469.1 [clauses 271 and 276 (patient records);

469.2 Part 11 (fees, charges and financial interests), [to the extent specified in clause 363];

469.3 Part 14 (Confidentiality, Data Protection and Freedom of Information);

469.4 Part 17 (Concerns, complaints and investigations);

469.5 clauses 448 to 455 (consequences of termination);

469.6 Part 19, Schedule 10 (TUPE, Exit, Re-tendering and Handover) and Schedule 11 (dispute resolution procedures); and

469.7 clauses 472 and 473 (governing law and jurisdiction).]

[DN: LIST OF CLAUSES/PARTS/SCHEDULES ABOVE NEED TO BE CHECKED FOR ACCURACY / COMPLETENESS]

Entire agreement

470. [This Contract constitutes the entire agreement between the Parties with respect to its subject matter.

471. The Contract supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the Contractor confirm that it did not enter into the Contract on the basis of any representations that are not expressly incorporated into the Contract. However, nothing in this Contract purports to exclude liability on the part of either Party for fraudulent misrepresentation.]

[DN: WHILST THE ABOVE IS OFTEN APPROPRIATE, THE LHB SHOULD CHECK THAT THERE ARE NO OTHER AGREEMENTS OR PRE-CONTRACTUAL DOCUMENTS / COMMITMENTS ETC THAT NEED TO BE PRESERVED]

Governing law and jurisdiction

472. This Contract shall be governed by and construed in accordance with the law of England and Wales.

473. Without prejudice to the dispute resolution procedures contained in this Contract, in relation to any legal action or proceedings to enforce this Contract or arising out of or in connection with this Contract, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

474. Clauses 472 and 473 shall continue to apply notwithstanding the termination of the Contract.

Waiver, delay or failure to exercise rights

475. The failure or delay by either Party to enforce any one or more of the terms or conditions of this Contract shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Contract.

Relationship between the parties

476. The Contract is a contract for the provision of services. The Contractor is an independent provider of services and is not an employee, partner or agent of the LHB. The Contractor must not represent or conduct its activities so as to give the impression that it is the employee, partner or agent of the LHB.

477. The LHB does not by entering into this Contract, and shall not as a result of anything done by the Contractor in connection with the performance of this Contract, incur any contractual liability to any other person.

478. This Contract does not create any right enforceable by any person not a party to it.

479. In complying with this Contract, in exercising its rights under the Contract and in performing its obligations under the Contract, the Contractor must act reasonably and in good faith.

NHS branding

480. The Contractor shall ensure that the *practice premises* are clearly designated and branded to patients and visitors as facilities at which NHS Wales services are to be provided. The Contractor may use its own branding in respect of the *practice premises* and in communications with patients provided that such branding does not dominate or conflict with the NHS Wales branding and complies with the relevant NHS Wales Corporate Identity Brand Guidelines currently in force.

Sponsorship

481. The Contractor shall not enter into any arrangements for the sponsorship by any person of the *practice premises*, the *Services* or anything connected to this Contract without the prior written consent of the LHB, which the latter, in its absolute discretion, may withhold.

Severance

482. Subject to clauses 483 and 484, if any term of this Contract, other than a *mandatory term*, is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall, to the extent required, be deemed to be deleted

from this Contract and shall not affect the validity, lawfulness or enforceability of any other terms of the Contract.

483. If, in the reasonable opinion of either Party, the effect of such a deletion is to undermine the purpose of the Contract or materially prejudice the position of either Party, the Parties shall negotiate in good faith in order to agree a suitable alternative term to replace the deleted term or a suitable amendment to the Contract.

484. If the Parties are unable to reach agreement as to the suitable alternative term or amendment within a reasonable period of commencement of the negotiations, then the Parties may refer the dispute for determination in accordance with Schedule 11.

Service of notices

485. Save as otherwise specified in this Contract or where the context otherwise requires, any notice or other information required or authorised by this Contract to be given by either Party to the other Party must be in *writing* and may be served:

485.1 personally;

485.2 by post, or in the case of any notice served pursuant to Part 18, registered or recorded delivery post;

485.3 unless the context otherwise requires and except in clause 405, electronic mail; or

485.4 by any other means which the LHB specifies by notice to the Contractor.

486. Any notice or other information shall be sent to the address specified in the Contract or such other address as the LHB or the Contractor has notified to the other.

487. Any notice or other information shall be deemed to have been served or given:

487.1 if it was served personally, at the time of service;

487.2 if it was served by post, two *working days* after it was posted; and

487.3 if it was served by electronic mail, if sent during *core hours* then at the time of transmission and if sent outside core *hours* then on the following *working day*.

488. Where notice or other information is not given or sent in accordance with clauses 485 to 487, such notice or other information is invalid unless the person receiving it elects, in *writing*, to treat it as valid.

Administration

489. The provisions of Schedule 8 shall have effect for the purposes of identifying the Parties' representatives.

Intellectual Property

490. [The Contractor agrees that any *Intellectual Property Rights* developed in connection with or related to this Contract shall belong to, and where requested by the LHB shall be assigned in writing to, the LHB.]

Counterparts

491. The Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties, shall constitute a full original of this Contract for all purposes.

Definitions and interpretation

492. This Contract shall be interpreted in accordance with the definitions and principles contained in Schedule 1.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

[DN: THE FOLLOWING WILL NEED TO BE REVIEWED, BEARING IN MIND HOW THE REST OF THE CONTRACT IS AMENDED. THE COLOUR CODING IN THIS SECTION IS NOT DEFINITIVE, AND DEFINITIONS SHOULD NOT BE DELETED / AMENDED WITHOUT CHECKING WHETHER THEY ARE REQUIRED UNDER THE CONTRACT OR APMS DIRECTIONS]

1. In this Contract unless the context otherwise requires:

   1.1 Defined terms and phrases appear in italics, except for the terms “Contractor”, “LHB”, “Party”, “Parties”, “patient” and “Contract”.

   1.2 Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

   1.3 Reference to any person may include a reference to any firm, company or corporation.

   1.4 Reference to “day”, “week”, “month” or “year” means a calendar day, week, month or year, as appropriate.

   1.5 The headings in this Contract are inserted for convenience only and do not affect the construction or interpretation of this Contract.

   1.6 The schedules to this Contract are and shall be construed as being part of this Contract.

   1.7 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Contract), and all statutory instruments or orders made pursuant to it.

   1.8 Any obligation relating to the completion and submission of any form that the Contractor is required to complete and submit to the LHB includes the obligation to complete and submit the form in such a format or formats (electronic, paper or otherwise) as the LHB may specify.

   1.9 Any obligation on the Contractor to have systems, procedures or controls includes the obligation effectively to operate them.

1.10 Where this Contract imposes an obligation on the Contractor, the Contractor must comply with it and must take all reasonable steps to ensure that its personnel, contractors and sub-contractors comply with it. Similarly, where this Contract imposes an obligation on the LHB, the LHB must comply with it and must take all reasonable steps to ensure that its personnel and contractors (save for the Contractor) comply with it.

1.11 Where there is any dispute as to the interpretation of a particular term in the Contract, the Parties shall, so far as is possible, interpret the provisions of the Contract consistently with the *APMS Directions* and any other relevant regulations or orders made under *the Act*.

1.12 Where the Parties have indicated in writing that a clause in the Contract is reserved, that clause is not relevant and has no application to the Contract.

1.13 Where provisions in this Contract refer to a series of clauses/sub-clauses/paragraphs using a start and end clause/sub-clause/paragraph number, that series shall be deemed to include the start and end clause in that series.

1.14 [Where a particular clause is included in the Contract but is not relevant to the Contractor because that clause relates to matters which do not apply to the Contractor (for example, if the clause only applies to partnerships and the Contractor is an individual *medical practitioner*), that clause is not relevant and has no application to the Contract.]

2. The following terms and phrases shall have the following meanings for the purposes of this Contract:

"the Act" means the National Health Service (Wales) Act 2006;

"accredited course" means a course accredited by the Nursing and Midwifery Council;

"adjudicator" means the Welsh Ministers or a person appointed by the Welsh Ministers under section 7(8) of *the Act* (NHS contracts) or paragraph 106(5) of Schedule 3 to *the Regulations* (such provisions applying, pursuant to paragraph 11 of Schedule 11, as if (for these purposes only) the Contractor is a *GMS contractor* and the Contract is a *GMS contract*);

"advanced electronic signature" means an *electronic signature* which meets the following requirements:

(a) it is uniquely linked to the *signatory*;

(b) it is capable of identifying the *signatory;*

(c) it is created using *electronic signature creation data* that the *signatory* can, with a high level of confidence, use under the *signatory*'s sole control; and

(d) it is linked to the data signed in such a way that any subsequent change in the data is detectable;

"APMS Contract" means an arrangement to provide *primary medical services* made with a *Local Health Board* under section 41(2)(b) of *the Act* (primary medical services);

"APMS contractor" means a party to an *APMS Contract*, other than a *Local Health Board*;

"APMS Directions" means the Alternative Provider Medical Services (Wales) Directions 2024;

"appliance" means an appliance which is included in a list approved by the Welsh Ministers for the purposes of section 80 of *the Act* (arrangements for pharmaceutical services);

"armed forces of the Crown" means the forces that are "the regular forces" or "the reserve forces" within the meaning given to those terms in section 374 of the Armed Forces Act 2006 (definitions applying for the purposes of the whole Act);

"assessment panel" means a committee or sub-committee of a *Local Health Board* (other than the LHB) for the purpose of making determinations under paragraph 45(7) of Schedule 3 to *the Regulations* (as such provisions are applied pursuant to clause 142);

"Assurance Framework" means the national approach, using national datasets and processes, specified in guidance issued from time to time by the Welsh Ministers for *Local Health Board*s to use for contract governance and management;

"authorised person" means, in relation to a patient, a person who is entitled to make an application for *pharmaceutical services* on behalf of the patient by virtue of regulation 62(a) to (d) of the *Pharmaceutical Regulations* (exercise of choice in certain cases);

"bank holiday" means any day that is specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971;

"batch issue" means a form provided by a *Local Health Board* and issued by a *repeatable prescriber* at the same time as a *non-electronic repeatable prescription* to enable an *NHS pharmacist* or *NHS appliance contractor* to receive payment for the provision of *repeat dispensing services* which is in the required format, and which:

(a) is generated by a computer and not signed by a *repeatable prescriber*;

(b) relates to a particular *non-electronic repeatable prescription* and contains the same date as that prescription;

(c) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs or *appliances* ordered on the *non-electronic repeatable prescription* may be provided; and

(d) specifies a number denoting its place in the sequence referred to in paragraph (c);

"care home" means a place in Wales at which accommodation, together with nursing or care, is provided to persons because of their vulnerability or need but excludes a place mentioned in paragraph 1(2) of Schedule 1 to the Regulation and Inspection of Social Care (Wales) Act 2016;

"CCT" means Certificate of Completion of Training awarded under section 34L(1) of the Medical Act 1983 (award and withdrawal of a Certificate of Completion of Training);

"cervical screening services" means the services described in paragraph 1 of Part B of Schedule 2;

"change of control" a change in either:

(a) the legal or beneficial ownership of the share capital of the Contractor or any *holding company*; or

(b) the constitutional documents relating to the Contractor or any *holding company*

that results in either:

(c) any person(s) having *Control* of the Contractor or its *holding company* that did not have such *Control* at the date of this Contract; or

(d) any person(s) that had *Control* of the Contractor or its *holding company* at the date of this Contract ceasing to have such *Control*;

"child" means a person who has not attained the age of 16;

"child health surveillance services" means the services described in paragraph 2 of Part B of Schedule 2;

"childhood vaccinations and immunisations services" means the services described in paragraph 3 of Part B of Schedule 2;

"clinical services" means medical services under the Contract which relate to the actual observation and treatment of patients;

"closed" in relation to the *Contractor's list of patients*, means *closed* to applications for inclusion in the list of patients other than from *immediate family members* of *registered patients*;

"cluster" means a group of local *service providers* involved in health and care who have agreed to collaboratively work together to deliver *primary medical services* across a specified geographical area;

"Commencement Date" means the date specified in clause 2;

"Confidential Information" means information data and material of any nature which either Party may receive or obtain in connection with the operation of the Contract and: (a) the release of which is likely to prejudice the commercial interests of the Commissioner or (as the case may be) the Contractor respectively; or (b) which is a trade secret;

"contraceptive services" means the services described in paragraph 4 of Part B of Schedule 2;

"Contract" means this Contract between the LHB and the Contractor;

"Contractor's list of patients" means the list prepared and maintained by the LHB under clause 60;

"Contract Price" means the price payable by the LHB to the Contractor in accordance with the provisions of [Part 10 and] Schedule 5;

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010;

"core hours" means the period beginning with 8.00am and ending with 6:30pm on a *working day*;

"data protection legislation" means all applicable data protection and privacy legislation [*Law*] in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (as amended) and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and all relevant guidance and codes of practice issued by the Information Commissioner or any other *regulatory or supervisory body*.

"dentist" means a dental practitioner registered in the dentists register under section 14 of the *Dentists* Act 1984;

“Digital Health and Care Wales” means the organisation established under the Digital Health and Care Wales (Establishment and Membership) Order 2020;

“dispenser” means an *NHS pharmacist*, *medical practitioner* or *primary medical services contractor* whom a patient wishes to dispense the patient’s *electronic prescription*s;

“dispensing doctor” has the same meaning given to it by regulation 2(1) of the *Pharmaceutical Regulations*;

“dispensing services” means the provision of drugs, medicines or *appliances* that may be provided as *pharmaceutical services* by a *medical practitioner* in accordance with arrangements under section 80 (arrangements for pharmaceutical services) and section 86 (persons authorised to provide pharmaceutical services) of *the Act*;

“Drug Tariff” means the publication known as the Drug Tariff which is referred to in section 81(4) of *the Act* (arrangements for additional pharmaceutical services);

“electronic communication” has the meaning given by section 15(1) of the Electronic Communications Act 2000 (general interpretation);

“electronic prescription” means an *electronic prescription form* or an *electronic repeatable prescription*;

“electronic prescription form” means data created in an electronic form for the purpose of ordering a drug or *appliance* which:

(e) is signed, or is to be signed, with a *prescriber's advanced electronic signature;*

(f) is transmitted, or is to be transmitted, as an *electronic communication* to a *nominated dispenser* by the *ETP service*, or via an information hub by the *Electronic Prescription Service;* and

(g) does not indicate that the drug or *appliance* ordered may be provided more than once;

“Electronic Prescription Service” means the service of that name which is managed by NHS England;

“electronic repeatable prescription” means a prescription which falls within paragraph (a)(ii) of the definition of “repeatable prescription”;

“electronic signature” means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the *signatory* to sign;

“electronic signature creation data” means unique data which is used by the *signatory* to create an *electronic signature*;

“EPS token” means a form (which may be an electronic form), approved by the Secretary of State, which:

(a) may be issued by a *prescriber* at the same time as an *electronic prescription* is created; and

(b) has a barcode or unique identifier that enables the prescription to be dispensed by a provider of *pharmaceutical services* that is able to use the *Electronic Prescription Service* for the purposes of dispensing prescriptions, in circumstances where the provider is not dispensing the prescription as a *nominated dispenser*;

“ETP service” means the 2-dimensional barcoded prescription service which forms part of the information technology systems in prescribing and dispensing systems in Wales and used by the *health service* in Wales to transfer and hold prescription information relating to patients;

“Expiry Date” means the date specified in clause 2 (as such date is varied in accordance with clause 3);

“financial year” means the twelve months ending with 31st March in each year;

“force majeure event” means [one or more of the following to the extent that it is not attributable to a Party or Party’s staff, officers, employees or agents: war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the *Services*, but which is not confined to the workforce of the Party concerned or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; or Act of God, and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Contract];

“general medical practitioner” means a *medical practitioner* whose name is included in the General Practitioner Register kept by the General Medical Council under section 34C of the Medical Act 1983 (the General Practitioner Register);

"General Practice Escalation Tool" means the tool agreed by the Welsh Ministers, *Local Health Boards* and the Welsh General Practitioners Committee containing a framework for reporting pressures on service delivery within practices;

"GMS contract" means a general medical services contract under section 42 of *the Act* (general medical services contracts: introductory);

"GMS contractor" means a party to a *GMS Contract*, other than a *Local Health Board*;

"GMS Statement of Financial Entitlements" means the Directions to *Local Health Board*s as to the Statement of Financial Entitlements given by Welsh Ministers under section 45 of *the Act* (*GMS contract*s: payments) from time to time;

"good practice" means [using standards, practices, methods and procedures conforming to the *Law* and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services contractor providing *clinical services* and/or engaged in operations similar to the *Services* under the same or similar to the obligations of the Contractor under this Contract whilst at the same time complying with any specific standards set out in this Contract or notified to the Contractor by the LHB or any *regulatory or supervisory body* from time to time];

"GP Collaborative" means a group of *primary medical service* providers working together within the area in which the registered patients of those *primary medical service* providers reside to deliver co-ordinated *primary medical services* in that area, and to promote the wellbeing of patients across the area in which the registered patients of those *primary medical service* providers reside;

"GP Specialty Registrar" means a *medical practitioner* who is being trained in general practice by a *general medical practitioner* who is approved under section 34I of the Medical Act 1983 for the purpose of providing training under that section, whether as part of training leading to the award of a *CCT* or otherwise;

"Health and Social Care Trust" means a Health and Social Care Trust established under Article 10 of the Health and Personal Social Services (Northern Ireland) Order 1991 (Health and Social Care Trusts);

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

“health care professional” means a person other than a social worker who is a member of a profession regulated by a body mentioned in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002;

“health service” means the health service established in pursuance of section 1 of the National Health Service Act 1946 and continued under section 1(1) of *the Act*;

“health service body” has the meaning given in section 7(4) of *the Act* (NHS contracts);

“holding company” has the meaning given in section 1159 of the Companies Act 2006 and any other company which is itself a *holding company* (as so defined) of a company which is itself a *holding company* of the Contractor;

“home oxygen order form” means a form provided by a *Local Health Board* and issued by a *health care professional* to authorise a person to supply *home oxygen services* to a patient requiring oxygen therapy at home;

“home oxygen services” means any of the following forms of oxygen therapy or supply:

(a) ambulatory oxygen supply;

(b) urgent supply;

(c) hospital discharge supply;

(d) long term oxygen therapy; and

(e) short burst oxygen therapy;

“immediate family member” means:

(a) a spouse or civil partner;

(b) a person (whether or not of the opposite sex) whose relationship with the patient has the characteristics of the relationship between husband and wife;

(c) a *parent* or step-*parent;*

(d) a son;

(e) a daughter;

(f) a *child* of whom the patient is:

(i) the guardian; or

(ii) the carer duly authorised by a *local authority* to whose care the *child* has been committed under the Children Act 1989; or

(g) a grandparent;

"independent nurse prescriber" means a person:

(a) who is registered in the *Nursing and Midwifery Register;* and

(b) against whose name in that register is recorded an annotation signifying that they are qualified to order drugs and *appliances* as a community practitioner nurse prescriber, a *nurse independent prescriber* or a nurse independent/*supplementary prescriber*;

"Intellectual Property Rights" [means inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights];

"Law" means

(a) any applicable statute or proclamation or any delegated or subordinate law;

(b) all *NHS requirements*;

(c) all applicable codes of practice, national minimum standards, guidance, directions or determinations with which the Contractor is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Contractor by the LHB; and

(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales

in each case in force in England and Wales;

"learning disability" means a significantly reduced ability to understand new or complex information, to learn new skills (impaired intelligence), with a reduced ability to cope independently (impaired social functioning), which started before adulthood;

"learning disability services" means the service described in paragraph 7A of Part B of Schedule 2;

"LHBMS practice" means a practice providing *Local Health Board Medical Services*;

"licensing body" means a body that licenses or regulates a profession;

"limited partnership" means a partnership registered in accordance with section 5 of the Limited Partnerships Act 1907 (registration of limited partnerships required);

"Loaned Equipment" means if any, equipment owned by the LHB which is loaned to the Contractor for the purposes of the Contract in accordance with clause 27 and Part 2 of Schedule 4 (and listed in Annex 1 of Part 2 of Schedule 4);

"Local Health Board" means a body established under section 11 of *the Act*;

"Local Health Board Medical Services" means *primary medical services* provided by a *Local Health Board* under section 41(2)(a) of *the Act* (primary medical services);

"Local Medical Committee" means a committee recognised under section 54 of *the Act* (Local Medical Committees);

"local pharmaceutical services" has the meaning given by regulation 2(1) of the *Pharmaceutical Regulations*;

"mandatory term" means a term required to be included in the Contract by *the APMS Directions*;

"maternity medical services" means the services described in paragraph 5 of Part B of Schedule 2;

"medical performers list" means a list of *medical practitioners* prepared and published pursuant to regulation 3(1) of the National Health Service (Performers Lists) (Wales) Regulations 2004;

"medical practitioner" has the meaning given by section 206(1) of *the Act*;

"Medical Register" means the register kept under section 2 of the Medical Act 1983 (registration of medical practitioners);

"minor surgery services" means the services described in paragraph 6 of Part B of Schedule 2;

"national disqualification" means:

(a) a decision made by the First Tier Tribunal under section 115 of *the Act* (national disqualification) or under regulations corresponding to that section made under:

(i) section 49 of *the Act* (persons performing *primary medical services*);

(ii) section 63 of *the Act* (persons performing primary dental services);

(iii) section 72 of *the Act* (regulations as to general ophthalmic services); and

(iv) section 83 (regulations as to pharmaceutical services), 86 (persons authorised to provide pharmaceutical services), 103 (application of enactments) or 105 (supplementary lists) of *the Act;* or

(b) any decision in England, Scotland or Northern Ireland corresponding to a *national disqualification* under section 115(2) and (3) of *the Act*;

"NHS appliance contractor" means a person who is included in a pharmaceutical list under regulation 10 of the *Pharmaceutical Regulations* (preparation and maintenance of pharmaceutical lists) for the provision of *pharmaceutical services* only by the provision of *appliances*;

"NHS contract" has the meaning given to it by section 7 of *the Act*;

"NHS dispute resolution procedure" means the procedure for resolution of disputes specified:

(a) in paragraphs 106 and 107 of Schedule 3 to *the Regulations;* or

(b) in a case to which paragraph 46 of Schedule 3 to *the Regulations* applies, in that paragraph

such paragraphs being applied as if (for these purposes only) the Contractor is a *GMS contractor* and the Contract is a *GMS contract*;

"NHS pharmacist" means:

(a) a *registered pharmacist;* or

(b) person lawfully carrying on a retail pharmacy business in accordance with section 69 of the Medicines Act 1968,

whose name is included in a pharmaceutical list under regulation 10 of the *Pharmaceutical Regulations* (preparation and maintenance of pharmaceutical lists) for the provision of *pharmaceutical services* in particular by the provision of drugs;

"NHS requirements" means all NHS requirements and any similar official requests, requirements and NHS standards and recommendations having similar status for the time being in force, but only to the extent the same are published and publicly available (whether on the website of a *regulatory or supervisory body* or otherwise) or the existence and contents of them have been notified to the Contractor by the LHB;

"nominated dispenser" means an *NHS pharmacist*, *medical practitioner* or *primary medical services contractor* who has been nominated in respect of a patient where the details of that

nomination are held in respect of that patient in the Personal Demographic Service which is managed by NHS England;

"non-electronic prescription form" means a *prescription form* which falls within paragraph (a) of the definition of "*prescription form*";

"non-electronic repeatable prescription" means a prescription which falls within paragraph (a)(i) of the definition of "repeatable prescription";

"nurse independent prescriber" means a person:

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

(b) whose name is registered in the *Nursing and Midwifery Register;*

(c) against whose name in that register is recorded an annotation or entry signifying that they are qualified to order drugs, medicines and *appliances* as:

(i) a *nurse independent prescriber;* or

(ii) a nurse independent/*supplementary prescriber*, and

who, in respect of a person practising in Wales on or after 19 July 2010, has passed an *accredited course* to practise as a *nurse independent prescriber*;

"Nursing and Midwifery Register" means the register maintained by the Nursing and Midwifery Council under Article 5 of the Nursing and Midwifery Order 2001 (establishment and maintenance of register);

"online practice profile" means a profile:

(a) which is on a website (other than an NHS website), or online platform, provided by another person for use by the Contractor; and

(b) through which the Contractor advertises the *primary medical services* it provides;

"online resource" means a *practice website* or *online practice profile*;

"open" in relation to the *Contractor's list of patients*, means open to applications from patients in accordance with clauses 62 to 75;

"optometrist independent prescriber" means a person:

(a) who is an optometrist registered in the register of optometrists maintained under section 7 of the Opticians Act 1989 (which relates to the register of optometrists and the register of dispensing opticians) or the register of visiting optometrists from relevant European States maintained under section 8B(1)(a) of that Act; and

(b) against whose name is recorded an annotation signifying that the optometrist is qualified to order drugs, medicines and *appliances* as an optometrist independent prescriber;

"out of hours period" means any days or times outside of the *core hours*;

"out of hours services" means services provided in all or part of an *out of hours period* which would be *unified services* if provided by a *GMS contractor* to its registered patients in *core hours*;

"paramedic" means a person registered in Part 8 of *the Health and Care Professions Council Register*;

"paramedic independent prescriber" means a person:

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

(b) who is registered as a *paramedic*; and

(c) against whose name is recorded in Part 8 of that register an annotation signifying that the person is qualified to order drugs, medicines and *appliances* as a *paramedic independent prescriber*;

"parent" includes, in relation to any *child*, any adult who, in the opinion of the Contractor, is for the time being discharging in respect of that *child* the obligations normally attaching to a *parent* in respect of their *child*;

"Parties" means the LHB and the Contractor and "Party" shall be construed accordingly;

"patient" means: **[DN: LHB TO REVIEW / AMEND THIS THIS AS NEEDED FOR CONTRACTS OTHER THAN THOSE FOR UNIFIED SERVICES]**

(a) a *registered patient*;

(b) a *temporary resident*;

(c) persons to whom the Contractor is required to provide immediately necessary treatment under paragraphs 7 and 9 of Part A of Schedule 2; and

(d) any other person to whom the Contractor has agreed to provide services under the Contract;

"performer" means a performer of medical services under the Contract to whom the provisions of Part 7 apply;

"personal number" means a telephone number which starts with the number 070 followed by a further 8 digits;

“Pharmaceutical Regulations” means the National Health Service (Pharmaceutical Services) (Wales) Regulations 2020;

“pharmaceutical services” means pharmaceutical services that fall within sections 80 and 81 of *the Act* and includes services which have been arranged as a result of a direction from the Welsh Ministers under *the Act*;

“pharmacist independent prescriber” means a *registered pharmacist*:

(a) who is either engaged or employed by the Contractor or is a party to the Contract; and

(b) against whose name in Part 1 of the *General Pharmaceutical Council Register* or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976 (which relates to registers and the registrar) is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a pharmacist independent prescriber;

“physiotherapist independent prescriber” means a person:

(a) who is either engaged or employed by the Contractor or is a party to the Contract; and

(b) against whose name in Part 9 of the register maintained under Article 5 of the Health Professions Order 2001 is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a physiotherapist independent prescriber;

“podiatrist or chiropodist independent prescriber” means a person:

(a) who is engaged or employed by the Contractor or is a party to the Contract;

(b) who is registered in Part 2 of the register maintained under Article 5 of the Health Professions Order 2001 (establishment and maintenance of register); and

(c) against whose name in Part 2 of that register is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a podiatrist or chiropodist independent prescriber;

“post-registration programme” means a programme that is for the time being recognised by the General Medical Council under Section 10A of the Medical Act 1983 (programmes for provisionally registered doctors) as providing provisionally registered doctors with an acceptable foundation for future practise as a fully registered *medical practitioner*;

“practice” means the business operated by the Contractor for the purpose of delivering services under the Contract;

“practice area” means the area referred to in clause 58;

“practice premises” means the location(s) specified in Part 1A of Schedule 4;

“practice website” means a website through which the Contractor advertises the *primary medical services* it provides;

“Pre-employment Checks Standards” means the pre-appointment checks that an employer must undertake as part of their recruitment process before recruiting staff which must at least include the following elements of the NHS Employment Checks Standards published by the NHS Confederation:

(a) identity checks standard;

(b) right to work checks standard;

(c) professional registration and qualification checks standard;

(d) reference checks standard; and

(e) criminal record checks standard;

“prescriber” means a:

(a) *dentist*;

(b) *independent nurse prescriber*;

(c) *medical practitioner*;

(d) *nurse independent prescriber*;

(e) *optometrist independent prescriber*;

(f) *paramedic independent prescriber*;

(g) *pharmacist independent prescriber;*

(h) *physiotherapist independent prescriber;*

(i) *podiatrist or chiropodist independent prescriber;*

(j) *supplementary prescriber;* or

(k) *therapeutic radiographer independent prescriber*;

who is either engaged or employed by the Contractor or is a party to the Contract.

“prescription form” means:

(a) a form provided by a *Local Health Board*, an NHS Trust, an NHS Foundation Trust or an equivalent body and issued by a *prescriber;* or

(b) an *electronic prescription form*,

that enables a person to obtain *pharmaceutical services* and does not include a *repeatable prescription*;

"prescription only medicine" means a medicine referred to in regulation 5(3) (classification of medicinal products) of the Human Medicines Regulations 2012;

"primary care list" means:

(a) a list of persons performing primary medical or dental services prepared in accordance with regulations made under section 49 or section 63 of *the Act;*

(b) a list of persons undertaking to provide or assist in *primary medical services*, primary dental services, general ophthalmic services or, as the case may be, *pharmaceutical services* prepared in accordance with regulations made under Part 4, Part 5, Part 6, Part 7 or Part 8 of *the Act;* or

(c) a list corresponding to any of the above in England, Scotland or Northern Ireland;

"primary carer" means, in relation to an adult, the adult or organisation primarily caring for that adult;

"primary medical services" means medical services provided under or by virtue of a contract or agreement to which the provisions of Part 4 of *the Act* applies;

"primary medical services contract" means a contract or agreement to which the provisions of Part 4 of *the Act* apply;

"primary medical services contractor" means a person (other than a *Local Health Board*) that is a party to a *primary medical services contract*;

"private services" means the provision of any paid treatment of a type which would usually amount to *primary medical services* if it were provided under or by virtue of a contract or agreement to which the provisions of Part 4 of *the Act* apply;

"prohibited act" means committing an offence under the Bribery Act 2010;

"Public Health Wales" means the Public Health Wales NHS Trust as established by the Public Health Wales National Health Service Trust (Establishment) Order 2009;

"registered patient" means:

(a) a person who is recorded by the LHB as being on the *Contractor's list of patients;* or

(b) a person whom the Contractor has accepted for inclusion on the *Contractor's list of patients*, whether or not notification of that acceptance has been received by the LHB and who has not been notified by the LHB as having ceased to be on that list;

"registered pharmacist" means a person who is registered in Part 1 of the *General Pharmaceutical Council Register* or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976;

"registered radiographer" means a person registered in Part 11 of *the Health and Care Professions Council Register*;

"Regulations" means the National Health Service (General Medical Services Contract) (Wales) Regulations 2023 (S.I. 2023/953 (W.155));

"regulatory or supervisory body" means any statutory or other body having authority to issue guidance, standards or recommendations with which the Contractor, or those persons employed or engaged by it, must comply or have regard, including (but not limited to):

(a) the Welsh Ministers;

(b) the Department of Health and Social Care;

(c) NICE;

(d) Healthwatch England and Local Healthwatch;

(e) the UK Health Security Agency;

(f) the *General Pharmaceutical Council*;

(g) the Health Services Safety Investigation Body;

(h) the Information Commissioner; and

(i) any other body listed in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002;

"relevant register" means:

(a) in relation to a nurse, the *Nursing and Midwifery Register*;

(b) in relation to a pharmacist, Part 1 of the Register maintained under article 19 (establishment, maintenance of and access to the Register) of the Pharmacy Order 2010 or the register maintained under Article 6 (the register) and Article 9 (the registrar) of the Pharmacy (Northern Ireland) Order 1976;

(c) in relation to an optometrist, the register maintained by the General Optical Council in pursuance of section 7(a) of the Opticians Act 1989 (register of opticians); and

(d) the part of the register maintained by *the Health and Care Professions Council* under Article 5 of the Health Professions Order 2001 (establishment and maintenance of register) relating to:

(i) chiropodists and podiatrists;

(ii) *paramedics*;

(iii) physiotherapists; or

(iv) radiographers;

"repeat dispensing services" means *pharmaceutical services* or *local pharmaceutical services* which involve the provision of drugs, medicines or *appliances* by an *NHS pharmacist* or an *NHS appliance contractor* in accordance with a *repeatable prescription*;

"repeatable prescriber" means a person who is:

(a) a *GMS contractor* who provides *repeatable prescribing services* under the terms of its *GMS contract* which give effect to paragraph 52 (repeatable prescribing services) of Schedule 3 to *the Regulations*;

(b) an *APMS contractor* who provides *repeatable prescribing services* under the terms of its agreement which give effect to a provision in directions made by the Welsh Ministers under section 12(3) of *the Act* in relation to *APMS contracts* which is the equivalent provision to paragraph 52 of Schedule 3 to *the Regulations;* or

(c) employed or engaged by:

(i) a *GMS contractor* who provides *repeatable prescribing services* under the terms of a *GMS contract* which give effect to paragraph 52 of Schedule 3 to *the Regulations*;

(ii) an *APMS contractor* who provides *repeatable prescribing services* under the terms of an agreement which give effect to a provision in directions made by the Welsh Ministers under section 12(3) of *the Act* in relation to *APMS contracts* which is the equivalent provision to paragraph 52 of Schedule 3 to *the Regulations;* or

(iii) a *Local Health Board* for the purposes of providing *primary medical services* within a *LHBMS practice* which provides *repeatable prescribing services* in accordance with a provision in directions made by the Welsh Ministers under section 12(3) of *the Act* in

relation to *Local Health Board Medical Services* which is the equivalent provision to paragraph 52 of Schedule 3 to *the Regulations*;

"repeatable prescribing services" means services which involve the prescribing of drugs, medicines or *appliances* on a *repeatable prescription*;

"repeatable prescription" means a prescription contained in a form provided by a *Local Health Board* for the purpose of ordering a drug, medicine or *appliance* which is in the format required by the NHS Business Services Authority and which:

(a) is either:

(i) generated by computer but signed by a *repeatable prescriber;* or

(ii) a form created in an electronic format, identified using a *repeatable prescriber*'s code, transmitted as an *electronic communication* to a nominated *NHS pharmacist*, *NHS appliance contractor* or *dispensing doctor* by the *ETP service* and is signed with a *repeatable prescriber*'s *advanced electronic signature;*

(b) is issued or created to enable a person to obtain *pharmaceutical services;* and

(c) indicates that the drugs or *appliances* ordered on that form may be provided more than once, and specifies the number of occasions on which they may be provided;

"restricted availability appliance" means an *appliance* which is approved for particular categories of persons or particular purposes only;

"Scheduled drug" means a drug or other substance specified in Schedule 1 or 2 to the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc.) (Wales) Regulations 2004 (which relate to drugs, medicines and other substances not to be ordered or that may be ordered only in certain circumstances);

"service provider" has the meaning given by section 3(1)(c) of the Regulation and Inspection of Social Care (Wales) Act 2016;

"Services" mean the services required to be delivered by the Contractor under this Contract including, but not limited to, those described in the *Specification*;

"Specification" means Parts [A, B, C and D] of Schedule 2;

"signatory" means a natural person who creates an *electronic signature*;

"significant cognitive impairment" means a person is subject to a significant cognitive impairment if they have a severe and permanent mental condition or neurological change

that impacts on the brain's ability to function and has a significant impact on that individual's daily life;

"supplementary prescriber" means:

(a) a *registered pharmacist* against whose name in Part 1 of *The General Pharmaceutical Council Register* or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976 is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a *supplementary prescriber;*

(b) a person whose name is registered in the *Nursing and Midwifery Register* and against whose name in that Register is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a nurse independent/*supplementary prescriber;*

(c) a person:

(i) who is registered in a part of the register maintained under Article 5 of the Health Professions Order 2001 (establishment and maintenance of register) which relates to chiropodists and podiatrists, dieticians, *paramedics*, physiotherapists or radiographers; and

(ii) against whose name in that register is recorded an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a *supplementary prescriber*; or

(d) an optometrist against whose name in the register of optometrists maintained under section 7 or 8B(1)(a) of the Opticians Act 1989 is recorded an annotation signifying that the optometrist is qualified to order drugs, medicines and *appliances* as a *supplementary prescriber*;

and who is employed or engaged by the Contractor, or the Contractor has retained their services for the purposes of prescribing;

"supplementary services" are:

(a) services other than *unified services* or *out of hours services*; or

(b) *unified services* or an element of such a service that the Contractor agrees under the Contract to provide, which requires of the Contractor an enhanced level of service provision compared to that which it must generally provide in relation to that *unified service* or element of service;

“system of clinical governance” means a framework through which the Contractor endeavours continuously to improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish;

“temporary resident” means a person accepted by the Contractor as a temporary resident under clauses 72 to 75 and for whom the Contractor’s responsibility has not been terminated in accordance with those clauses;

“Term” means the period from the *Commencement Date* to the *Expiry Date* (as varied from time to time in accordance with the Contract);

“The General Pharmaceutical Council” means the body established under article 4(1) of the Pharmacy Order 2010;

“The General Pharmaceutical Council Register” means the register established and maintained under article 19 of the Pharmacy Order 2010;

“The Health and Care Professions Council” means the body established under article 3(1) of the Health Professions Order 2001;

“The Health and Care Professions Council Register” means the register established and maintained under article 5(1) of the Health Professions Order 2001;

“therapeutic radiographer independent prescriber” means a radiographer:

(a) who is a *registered radiographer*; and

(b) against whose name is recorded in Part 11 of *the Health and Care Professions Council Register*:

(i) an entitlement to use the title “therapeutic radiographer” or “radiograffydd therapiwtig”; and

(ii) an annotation signifying that they are qualified to order drugs, medicines and *appliances* as a therapeutic radiographer independent prescriber;

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

“unified services” means the services required to be provided in accordance with Parts A and B of Schedule 2;

“vaccination and immunisation services” means the services described in paragraph 7 of Part B of Schedule 2;

“working day” means any day except Saturday, Sunday, Good Friday, Christmas Day and any *bank holiday;*

“writing” except in clause 405 and unless the context otherwise requires, includes electronic mail and “written” is to be construed accordingly.

SCHEDULE 2

SPECIFICATION

[DN: IF OUT OF HOURS SERVICES ARE TO BE PROVIDED AN APPROPRIATE SPECIFICATION WILL NEED TO BE INCLUDED IN SCHEDULE 2 (EG IN PART D). THE LHB ALSO NEEDS TO CONSIDER WHETHER TO INCLUDE (EG IN PART D) ANY SPECIFIC TRAINING REQUIREMENTS IF THE OPTIONAL TEXT IN CLAUSE 243 IS RETAINED]

PART A

UNIFIED SERVICES

1. Except in circumstances where paragraph 14 of this Schedule or clauses 443 to 447 apply, the Contractor shall provide the services described in paragraphs 3, 5, 6, 7 and 9 during the periods specified in paragraph 2.

2. The periods specified in this clause are, in the case of:

   2.1 paragraphs 3, 5 and 6, at all times within *core hours* as is appropriate to meet the reasonable needs of the Contractor's patients; and

   2.2 paragraphs 7 and 9, at all times within *core hours*.

3. The services described in this clause are services required for the management of the Contractor's *registered patients* and *temporary residents* who are or believe themselves to be:

   3.1 ill, with conditions from which recovery is generally expected;

   3.2 terminally ill; or

   3.3 suffering from chronic disease,

   delivered in the manner determined by the Contractor's *practice* after consideration of relevant nationally agreed clinical guidance or pathways and in discussion with the patient.

4. For the purposes of clause 3:

   "disease" means a disease included in the list of three-symbol categories contained in the latest publication of the International Statistical Classification of Diseases and Related Health Problems; and

"management" includes:

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

4.2 the making available of such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under *the Act* and liaison with other *health care professionals* involved in the patient's treatment and care.

5. The services described in this clause are the provision of appropriate ongoing treatment and care to all of the Contractor's *registered patients* and *temporary residents* taking into account their specific needs including:

5.1 advice in connection with the patient's health and relevant health promotion advice; and

5.2 the referral of a patient for services under *the Act*,

together with the provision of the services specified in paragraph 6.

6. The services referred to in paragraph 5 are:

6.1 *cervical screening services*;

6.2 *child health surveillance services*;

6.3 *childhood vaccinations and immunisations services*;

6.4 *contraceptive services*;

6.5 learning disability services;

6.6 *maternity medical services*;

6.7 *minor surgery services*; and

6.8 *vaccination and immunisation services*.

7. The services described in this clause are *primary medical services* required for the immediately necessary treatment of any person to whom the Contractor has been requested to provide treatment owing to an accident or emergency at any place in its *practice area*.

8. In paragraph 7, "emergency" includes any medical emergency whether or not related to services provided under the Contract.

9. The services described in this clause are *primary medical services* required for the immediately necessary treatment of any person falling within paragraph 10 who requests such treatment for the period specified in paragraph 11.

10. This paragraph applies to a person if:

10.1 that person's application for inclusion in the *Contractor's list of patients* has been refused in accordance with clauses 76 to 79 and that person is not registered with another provider of *unified services* (or their equivalent) in the area of the LHB;

10.2 that person's application for acceptance as a *temporary resident* has been rejected in accordance with clauses 76 to 79; or

10.3 that person is present in the Contractor's *practice area* for less than 24 hours.

11. The period specified in this clause is, in the case of a person to whom:

11.1 paragraph 10.1 applies, 14 days beginning with the date on which that person's application was refused or until that person has been subsequently registered elsewhere for the provision of *unified services* (or their equivalent), whichever occurs first;

11.2 paragraph 10.2 applies, 14 days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever occurs first; and

11.3 paragraph 10.3 applies, 24 hours or such shorter period as the person is present in the Contractor's *practice area*.

12. The Contractor shall also:

12.1 make appointments for *unified services* available to its patients for such proportion of the *core hours* on each *working day* as is appropriate to meet the reasonable needs of those patients;

12.2 have in place arrangements for its patients to access *unified services* throughout the *core hours* in case of emergency;

12.3 ensure that all *practice premises*, other than any *practice premises* specified in paragraph 13, are open and physically accessible to patients:

12.3.1 at all times between 8.30am and 6:00pm on each *working day*; and

12.3.2 for such other periods in *core hours* as may be required to enable the Contractor to comply with the requirements of this Contract.

13. The *practice premises* specified in this paragraph are those for which the LHB has agreed, in *writing* with the Contractor, more limited opening hours because the *practice premises* are not one of the Contractor's main sites.

14. The LHB may in exceptional circumstances or for protected learning time give prior written agreement for the Contractor to temporarily reduce the hours during which it provides *unified services* on a *working day* subject to the Contractor having in place arrangements for its patients to maintain access to *unified services* throughout the *core hours* on that *working day* in case of emergency.

PART B

FURTHER DETAILS ABOUT SPECIFIC UNIFIED SERVICES

1. **Cervical screening services**

1.1 The Contractor shall:

1.1.1 provide all the services described in sub-paragraph 1.2; and

1.1.2 make the records specified in sub-paragraph 1.4 within the patient's record kept in accordance with clause 267.

1.2 The services referred to in sub-paragraph 1.1.1 are:

1.2.1 the provision of any necessary information and advice to assist relevant patients in making an informed decision as to participation in the Cervical Screening Wales Programme undertaken by *Public Health Wales* (the "Programme");

1.2.2 performing cervical screening tests on people who have agreed to participate in that Programme;

1.2.3 arranging for people to be informed of the results of their test; and

1.2.4 ensuring that test results are followed up as clinically appropriate.

1.3 For the purposes of sub-paragraph 1.2.1 "relevant patients" means patients on the *Contractor's list of patients* who have been identified by *Public Health Wales* as suitable candidates for a cervical screening test.

1.4 The records referred to in sub-paragraph 1.1.2 are:

1.4.1 an accurate record of the cervical screening test undertaken;

1.4.2 the result of any test undertaken; and

1.4.3 any clinical follow up requirements.

2. Child health surveillance services

2.1 The Contractor shall in respect of any *child* under the age of 5 for whom it has responsibility under the Contract:

2.1.1 provide all the services described in sub-paragraph 2.2, other than any examination so described which a *parent* refuses to allow their *child* to undergo, until the date on which the *child* attains 5 years of age; and

2.1.2 maintain the records specified in sub-paragraph 2.3.

2.2 The services referred to in sub-paragraph 2.1.1 are:

2.2.1 the monitoring of the health, well-being and physical, mental and social development (which together are referred to in this paragraph as "development") of a *child* under 5 years of age with a view to detecting any deviations from normal development:

A. by the consideration of any information concerning the *child* received by or on behalf of the Contractor; and

B. on any occasion when the *child* is examined or observed by or on behalf of the Contractor (whether pursuant to paragraph 2.2.2 or otherwise);

2.2.2 the examination of a *child* at a frequency that has been agreed with the LHB in accordance with the nationally agreed evidence based programme set out in the latest clinical guidance in relation to the Newborn and Infant Physical Examination Cymru, and the LHB or the Contractor may seek the views of the relevant *Local Medical Committee* prior to reaching agreement on the appropriate frequency of such examinations.

2.3 The records specified for the purposes of sub-paragraph 2.1.2 must be an accurate record of:

2.3.1 the development of the *child* while under 5 years of age, compiled as soon as is reasonably practicable following the first examination of that *child* and, where appropriate, amended following each subsequent examination; and

2.3.2 the responses (if any) to offers made to the *child*'s *parent* for the *child* to undergo any examination referred to in sub-paragraph 2.2.2.

3. **Childhood vaccinations and immunisations services**

3.1 The Contractor shall comply with the requirements in sub-paragraphs 3.2 and 3.3.

3.2 The Contractor shall:

3.2.1 offer to provide to children, for whom the Contractor has responsibility under the Contract, all vaccinations and immunisations of a type and in the circumstances specified in the relevant Annex of the *GMS Statement of Financial Entitlements* (such Annex applying as if, for these purposes only, the Contractor is a *GMS contractor*);

3.2.2 provide appropriate information and advice to patients and, where appropriate, their *parent*s, about such vaccinations and immunisations;

3.2.3 record in the patient's record kept in accordance with clause 267 any refusal of the offer referred to in paragraph 3.2.1;

3.2.4 where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with clause 267:

A. the name of the person who gave consent to the vaccination or immunisation and that person's relationship to the patient;

B. the batch numbers, expiry date and title of the vaccine;

C. the date of administration;

D. in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;

E. any contra-indications to the vaccination or immunisation; and

F. any adverse reactions to the vaccination or immunisation.

3.3 The Contractor shall ensure that all staff involved in administering vaccines are trained and their knowledge kept up to date in the recognition and initial treatment of anaphylaxis.

4. Contraceptive services

4.1 The Contractor shall make available to all its patients who so request them, those services described in sub-paragraphs 4.1.1 to 4.1.7:

4.1.1 the giving of advice about the full range of contraceptive methods;

4.1.2 where appropriate, the medical examination of patients seeking such advice;

4.1.3 the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and *appliances* (excluding the fitting and implanting of intrauterine devices and implants);

4.1.4 the giving of advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another provider of *primary medical services* who does not have such conscientious objections;

4.1.5 the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the *practice area* and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of *primary medical services* who does not have such conscientious objections;

4.1.6 the giving of initial advice about sexual health promotion and sexually transmitted infections; and

4.1.7 the referral as necessary for specialist sexual health services, including home testing or self-testing kits for sexually transmitted infections.

5. Maternity medical services

5.1 The Contractor shall provide all the necessary *maternity medical services* to:

5.1.1 patients who have been diagnosed as pregnant throughout the antenatal period;

5.1.2 patients and their babies throughout the postnatal period, other than neonatal checks; and

5.1.3 patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the Contractor has a conscientious objection to the termination of pregnancy, the Contractor shall promptly refer the patient to another provider of *primary medical services* who does not have such conscientious objections.

5.2 In this paragraph 5:

"antenatal period" means the period from the start of the pregnancy to the onset of labour;

"maternity medical services" means:

a. in relation to patients (other than babies) all *primary medical services* relating to pregnancy, excluding intra partum care; and

b. in relation to babies, any *primary medical services* necessary to their first 14 days of life;

"neonatal check" means the examination of the baby in the first month after birth;

"postnatal period" means the period beginning with the conclusion of delivery of the baby or the patient's discharge from secondary care services, whichever is the later, and ending with the 14th day after the birth.

6. Minor surgery services

6.1 The Contractor shall:

6.1.1 make available to patients, cryocautery, curettage and cautery of warts, verrucae and other skin lesions where clinically appropriate; and

6.1.2 ensure that its record of any treatment provided under this paragraph 6 includes:

A. details of the *minor surgery* provided to the patient; and

B. the consent of the patient to that treatment.

7. Vaccination and immunisation services

7.1 The Contractor shall:

7.1.1 offer to administer or provide to patients all vaccinations and immunisations of a type, and in the circumstances, specified in the relevant Annex to the *GMS Statement of Financial Entitlements* (such Annex applying as if, for these purposes only, the Contractor is a *GMS contractor*);

7.1.2 provide appropriate information and advice to patients and, where appropriate, to the *parents* of patients, about such vaccinations and immunisations;

7.1.3 in relation to patients other than children and taking into account the individual circumstances of the patient, consider whether:

A. immunisation ought to be administered by the Contractor or by a *health* care *professional* employed or engaged by the Contractor; or

B. a *prescription* form ought to be provided for the purpose of self-administration by the patient of the immunisation;

7.1.4 record in the patient's record any refusal of the offer mentioned in paragraph 7.1.1;

7.1.5 where:

A. the offer mentioned in paragraph 7.1.1 is accepted; and

B. in case of a patient who is not a *child*, the immunisation is to be administered by the Contractor or another *health care professional*

administer the immunisations and record the immunisation information in the patient's record, using codes agreed by the LHB for this purpose;

7.1.6 where:

A. the offer mentioned in paragraph 7.1.1 is accepted; and

B. in the case of a patient who is not a *child*, the immunisation is not to be administered by the Contractor or another *health care professional*, issue a *prescription form* for the purposes of self-administration by the patient.

7.2 For the purposes of this paragraph 7, "immunisation information" means:

7.2.1 either:

A. the patient's consent to immunisation; or

B. where another person consents to immunisation on behalf of the patient, the name of the person who gave that consent and their relationship to the patient;

7.2.2 the batch number, expiry date and title of the vaccine;

7.2.3 the date of administration of the vaccine;

7.2.4 where two vaccines are administered by injections, in close succession, the route of administration and the injection site of each vaccine;

7.2.5 any contraindications to the vaccine; and

7.2.6 any adverse reactions to the vaccine.

7.3 The Contractor shall ensure that all staff involved in administering vaccines are trained and their knowledge kept up to date in the recognition and initial treatment of anaphylaxis.

7A Learning disabilities services

7A.1 The Contractor shall:

7A.1.1 develop and maintain a register of those individuals aged 18 and over, with learning disabilities;

7A.1.2 demonstrate a systematic recall system for all patients on the register;

7A.1.3 provide an offer of an annual health check to include the minimum requirements set out in the Contract Implementation Guidance for Providers of General Medical Services at Annex B2, which is updated from time to time;

7A.1.4 integrate the health check as part of the patient's personal health record;

7A.1.5 engage with carers and support workers, and with the consent of the patient where possible, a carer or support worker should be fully informed of the patient's health care needs and supported as necessary;

7A.1.6 liaise with relevant local support services such as with community and learning disability health professionals, social services and educational support services; and

7A.1.7 where appropriate, inform patients and their carers of local and national voluntary support groups for vital information and support.

8. For the purposes of this Part B of Schedule 2 “a patient’s record” means the record which is kept in relation to a patient in accordance with clause 267.

PART C

SUPPLEMENTARY SERVICES

[DN: THE LHB WILL NEED TO INSERT HERE THE DETAILS OF THE *SUPPLEMENTARY SERVICES* THAT THE CONTRACTOR HAS AGREED TO PROVIDE UNDER THE CONTRACT (IF ANY) INCLUDING DETAILS OF TO WHOM EACH OF SUCH SERVICES WILL BE PROVIDED AND THE PERIODS FOR WHICH SUCH SERVICES ARE TO BE PROVIDED].

PART D

OTHER SERVICES

[DN: THE LHB WILL NEED TO INSERT HERE THE DETAILS OF ANY OTHER SERVICES THAT THE CONTRACTOR HAS AGREED TO PROVIDE UNDER THE CONTRACT (IF ANY) INCLUDING DETAILS OF TO WHOM EACH OF SUCH SERVICES WILL BE PROVIDED AND THE PERIODS FOR WHICH SUCH SERVICES ARE TO BE PROVIDED OR IF THERE ARE NO SUCH SERVICES THIS CAN BE MARKED AS RESERVED AND THE DEFINITION OF SPECIFICATION CAN BE AMENDED ACCORDINGLY]

PART E

[PRACTICE AREA]

[DN: TO BE REVIEWED / COMPLETED BY THE LHB]

SCHEDULE 3

SERVICE MOBILISATION AND TRANSITION PLAN

[DN: THE FOLLOWING TEXT IS MERELY PLACEHOLDER TEXT BASED ON THE PREVIOUS APMS TEMPLATE AND WILL NEED TO BE REVIEWED / COMPLETED BY THE LHB]

1.1 [The Contractor shall ensure that those services and requirements described in this Contract are implemented in accordance with the timetable and plan described below (the "Service Mobilisation / Transition Plan").

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

1.3 [This Service Mobilisation / Transition Plan was proposed by the Contractor as part of their successful tender bid and forms part of this Contract.]

[DN: in addition to tailoring the above provisions a Service Mobilisation / Transition Plan will also need to be inserted]

SCHEDULE 4

PRACTICE PREMISES AND EQUIPMENT

PART 1A

PRACTICE PREMISES

[DN: TO BE POPULATED BY THE LHB – NOTING, IN PARTICULAR, WHETHER ANY PRACTICE PREMISES ARE NOT THE CONTRACTOR'S MAIN PRACTICE PREMISES AND REDUCED OPENING HOURS APPLY PURSUANT TO PARAGRAPH 13 OF PART A OF SCHEDULE 2]

PART 1B

PREMISES IMPROVEMENT PLAN

[DN: TO BE INCLUDED AND POPULATED BY THE LHB IF RELEVANT]

PART 2

PROVISIONS RELATING TO LOANED EQUIPMENT

[DN: THE FOLLOWING TEXT IS MERELY PLACEHOLDER TEXT BASED ON THE PREVIOUS APMS TEMPLATE AND WILL NEED TO BE REVIEWED / COMPLETED BY THE LHB]

1.1 [At the *Commencement Date* of this Contract there [is][is no] *Loaned Equipment*. Therefore, the provisions in this Part 2 [do/do not] apply.

1.2 The Contractor shall be liable for and shall make good any damage to any *Loaned Equipment* caused by misdirection or misuse due to negligence on the part of the Contractor, its employees, contractors or agents or any other person or entity engaged by the Contractor and in the event that any such *Loaned Equipment* is beyond economic repair the Contractor shall at its own cost procure for the LHB new replacements of equivalent specification or such other specification that the LHB may approve in *writing*.

1.3 The LHB shall not be liable for any damage to the *Loaned Equipment* caused by faulty operation or misuse of the *Loaned Equipment*.

1.4 The LHB shall have the right to withdraw any *Loaned Equipment* at any time and shall be under no liability whatsoever for failing to lend (or ceasing to continuing to lend) equipment at any time.

1.5 The LHB will grant to the Contractor on and from the *Commencement Date*, [for the duration set out in paragraph 1.6], a non-exclusive, non-transferable licence to use any and all of the *Loaned Equipment* for performing the *Services* and any ancillary services. The Parties acknowledge and agree that the list of *Loaned Equipment* set out in Annex 1 to Part 2 of this Schedule 4 has been compiled based on the information known to the Parties at the date of this Contract. The Parties acknowledge and agree that such list of *Loaned Equipment* may not be a complete list.

1.6 The licence granted pursuant to paragraph 1.5 shall terminate on the earlier of: [DATE], such date as the LHB serves a Licence Termination

Notice, or at the date this Contract expires or terminates.

1.7 When this licence terminates the Contractor shall at the LHB's request return the *Loaned Equipment* to the LHB in accordance with paragraph 1.14.

1.8 The Contractor shall not:

1.8.1 sub-license to any sub-contractor (other than those approved in *writing* by the LHB);

1.8.2 assign or novate the benefit or burden of the licence set out in paragraph 1.5 in whole or in part;

1.8.3 allow the *Loaned Equipment* to become the subject of any charge, lien or encumbrance; or

1.8.4 deal in any manner with any of the *Loaned Equipment* which is inconsistent with its rights and obligations under this Part 2 of Schedule 4,

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

1.9 The Contractor shall:

1.9.1 use the *Loaned Equipment* in accordance with manufacturer's instructions and any instructions provided by the LHB to the Contractor;

1.9.2 store the *Loaned Equipment* appropriately and in accordance with all applicable *Law*, *good practice* and any manufacturer's instructions;

1.9.3 establish and manage a planned preventative maintenance programme and make adequate and appropriate contingency arrangements for emergency remedial maintenance or substitute equipment;

1.9.4 keep the *Loaned Equipment* in good condition and repair;

1.9.5 maintain records of maintenance testing and certification of the *Loaned Equipment*, such records to be made available to the LHB as requested from time to

time;

1.9.6 ensure the *Loaned Equipment* is only operated or used by properly trained and appropriately qualified operators (where applicable); and

1.9.7 adequately insure all the *Loaned Equipment*.

1.10 Upon receiving written notice from the LHB (from time to time), the Contractor will allow the LHB to conduct an inspection of the *Loaned Equipment* in order to ensure the Contractor is complying with its obligations set out in this Part 2 of Schedule 4.

1.11 Save to the extent caused or contributed to by the LHB, the Contractor shall indemnify and keep indemnified the LHB from and against all liability in respect of all losses, claims, charges, demands, liabilities, damages and expenses suffered by the LHB in respect of:

1.11.1 damage, loss or destruction of the *Loaned Equipment*;

1.11.2 injury, harm or death of any person;

1.11.3 damage to any Premises; or

1.11.4 failure by the Contractor to comply with its obligations under this Part 2 of Schedule 4

by reason of acts or omissions by the Contractor, its staff, agents or sub-contractors.

1.12 The LHB provides no warranties as to the condition, safety or suitability of the *Loaned Equipment* and the Contractor shall use the *Loaned Equipment* at its own risk and no liability shall attach to the LHB in respect of the use of the *Loaned Equipment* by the Contractor or otherwise.

1.13 The Parties agree that the Licence granted pursuant to paragraph 1.5 may be terminated by the LHB immediately on notice to the Contractor at any time (a “Licence Termination Notice”) and the provisions of paragraph 1.14 shall then apply.

1.14 Upon the occurrence of a Licence Termination Notice, the Contractor shall return to the LHB the *Loaned Equipment* as soon as reasonably practicable in the same or similar condition as the *Loaned Equipment*

was handed over to the Contractor, excepting fair wear and tear ("Return Conditions").

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

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

1.15.2 the Contractor shall pay the LHB, on written notice from the LHB, an amount equal to the replacement value of the portion of the *Loaned Equipment* that were either not returned or returned in a condition that does not comply with the Return Conditions (as applicable) at the date of the Licence Termination Event.]

ANNEX 1

LOANED EQUIPMENT

[DN: TO BE REVIEWED / COMPLETED BY THE LHB IF RELEVANT]

SCHEDULE 5

FINANCE

[DN: FOR LOCAL AGREEMENT / TO BE POPULATED BY THE LHB – THIS SCHEDULE AND/OR PART 10 WILL NEED TO DETAIL THE "CONTRACT PRICE", HOW IT WILL BE CALCULATED/ADJUSTED AND PAID (INCLUDING THE DEDUCTIONS THE LHB CAN MAKE FROM IT), HOW THIS SCHEDULE INTERACTS WITH CLAUSES 448 - 455, SCHEDULE 7 ETC]

SCHEDULE 6

INSURANCE

[DN: THE FOLLOWING TEXT IS MERELY PLACEHOLDER TEXT BASED ON THE PREVIOUS APMS TEMPLATE AND WILL NEED TO BE REVIEWED / COMPLETED BY THE LHB BEARING IN MIND THE PROVISIONS OF CLAUSES 371 TO 377 AND AN ASSESSMENT IN EACH SET OF CIRCUMSTANCES AS TO THE APPROPRIATE LEVEL OF COVER]

The minimum insurance required under clauses 371 to 377 is set out below.

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

SCHEDULE 7

PERFORMANCE MANAGEMENT

[DN: FOR LOCAL AGREEMENT / TO BE POPULATED BY THE LHB]

SCHEDULE 8

ADMINISTRATION

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

Name:

Title:

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

Name:

Title:

All correspondence relating to the Contract shall be addressed to the LHB's representative or the Contractor's representative (as appropriate) and given or served in accordance with clause 485.

The LHB and Contractor shall notify the other Party in *writing* of any change of such representative(s) and any such change shall take effect from the date on which such notification is given or served in accordance with clause 485.

SCHEDULE 9

INFORMATION TO BE INCLUDED ON A *PRACTICE*'S *ONLINE RESOURCE* AND WRITTEN *PRACTICE* LEAFLET

A Contractor's *online resource* and written practice leaflet shall include:

1. The name of the Contractor.

2. In the case of a Contract with a partnership:

   (a) whether or not it is a *limited partnership*; and

   (b) the names of all the partners and, in the case of a *limited partnership*, their status as a general or limited partner.

3. In the case of a Contract with a company:

   (a) the names of the directors, the company secretary and the shareholders of that company; and

   (b) the address of the company's registered office.

4. The full name of each person performing *Services* under the Contract.

5. In the case of each *health care professional* performing *Services* under the Contract, the *health care professional's* qualifications.

6. Whether the Contractor undertakes the teaching or training of *health care professionals* or persons intending to become *health care professionals*.

7. The Contractor's *practice area*, by reference to a sketch diagram, plan or postcode.

8. The address of each of the *practice premises*.

9. The Contractor's telephone and fax numbers and the address of its *online resource*.

10. Whether the *practice premises* have suitable access for disabled patients and, if not, the alternative arrangements for providing *Services* to such patients.

11. How to register as a patient.

12. The right of patients to express a preference of practitioner in accordance with clause 80 and the means of expressing such a preference.

13. The *Services* available under the Contract.

14. The opening hours of the *practice premises* and the method of obtaining access to the *Services* throughout the *core hours*.

15. The criteria for home visits and the method of obtaining such a visit.

16. The consultations available to patients under Part 2 and Schedule 2.

17. The arrangements for services in the *out of hours period* (whether or not provided by the Contractor) and how the patient may contact such services.

18. If the services in paragraph 17 are not provided by the Contractor, the fact that the LHB referred to in paragraph 28 is responsible for commissioning the services.

19. The name and address of any local walk-in centre.

20. The telephone number of NHS 111 Wales and details of NHS 111 Wales online.

21. The method by which patients are to obtain repeat prescriptions.

22. If the Contractor offers *repeatable prescribing services*, the arrangements for providing such services.

23. If the Contractor is a *dispensing contractor* the arrangements for dispensing prescriptions, subject to clause 215.2.

24. How patients may:

    (a) notify a concern or complaint in accordance with the provisions of the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011; or

    (b) comment on the provision of the Contractor's services.

25. The rights and responsibilities of the patient, including keeping appointments.

26. The action that may be taken where a patient is violent or abusive to the Contractor, its staff or other persons present on the *practice premises* or in the place where treatment is provided under the Contract or other persons specified in clause 98.

27. Details of who has access to patient information (including information from which the identity of the individual can be ascertained), the patient's rights in relation to disclosure of such information and how patients can access the Contractor's privacy notice or privacy policy.

28. The full name, address and telephone number of the LHB and from whom details of *primary medical services* in the area may be obtained.

29. The fees charged for non-NHS services that are not *private services*.

SCHEDULE 10

TUPE, EXIT, RE-TENDERING AND HANDOVER

[DN: FOR LOCAL AGREEMENT / TO BE POPULATED BY THE LHB - NOTING THAT THE LHB WILL NEED TO INCLUDE ADDITIONAL PROVISIONS (EITHER IN SCHEDULE 10 IF CLAUSE 458 IS AMENDED TO ENSURE SCHEDULE 10 DOES NOT JUST APPLY ON EXIT, OR ELSEWHERE IN THE CONTRACT) IF THERE MAY ALSO BE A TRANSFER OF STAFF ON COMMENCEMENT, AND THE LHB WILL NEED TO BE PARTICULARLY CAREFUL (TAKING NOT JUST LEGAL ADVICE BUT ALSO SPECIALIST PENSION ADVICE) REGARDING THOSE PROVISIONS IF EITHER STAFF ARE TRANSFERRING FROM THE LHB TO THE CONTRACTOR AT THE COMMENCEMENT OF THIS CONTRACT OR STAFF HAVE PREVIOUSLY TRANSFERRED FROM THE NHS TO THE INCUMBENT OR A PREDECESSOR]

SCHEDULE 11

DISPUTE RESOLUTION

[DN: THE FOLLOWING TEXT IS MERELY PLACEHOLDER TEXT BASED ON THE PREVIOUS APMS TEMPLATE AND WILL NEED TO BE TAILORED / REVIEWED / COMPLETED BY THE LHB]

Local resolution of Contract disputes

1. Subject to paragraph 3, in the case of any dispute arising out of or in connection with the Contract, the Contractor and the LHB must make reasonable efforts to communicate and cooperate with each other with a view to resolving the dispute, before referring the dispute for determination in accordance with the *NHS dispute resolution procedure* (or, where applicable, before commencing court proceedings).

2. Either the Contractor or the LHB may, if it wishes to do so, invite the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract to participate in discussions which take place pursuant to paragraph 1.

3. In the case of a dispute which falls to be dealt with under the procedure specified in paragraph 46 of Schedule 3 to *the Regulations* (as applied pursuant to clause 142), paragraph 1 does not apply where it is not practicable for the Parties to attempt local resolution before the expiry of the 7-day period specified in paragraph 46(4) of Schedule 3 to *the Regulations*.

Dispute resolution: non-NHS contracts

4. If the Contract is not an *NHS contract,* any dispute arising out of or in connection with the Contract, except matters dealt with under the procedures for notifying concerns or complaints pursuant to Part 17 of this Contract, may (after complying with paragraph 1 above) be referred for consideration and determination to the Welsh Ministers:

   4.1 if it relates to a period when the Contractor was treated as a *health service body*, by the Contractor or the LHB; or

   4.2 in any other case, by the Contractor or, if the Contractor agrees in *writing*, by the LHB.

5. In the case of a dispute referred to the Welsh Ministers under paragraph 4, the procedure to be followed is the *NHS dispute resolution procedure*, and the Parties agree to be bound by any determination made by the *adjudicator*.

6. If the Contract is not an *NHS contract,* the process in the Annex to this Schedule 11 shall apply to any dispute arising out of or in connection with the Contract that is not referred for consideration and determination to the Welsh Ministers.

NHS dispute resolution procedure

7. Subject to paragraphs 1 and 8, the *NHS dispute resolution procedure* applies in the case of any dispute arising out of or in connection with the Contract which is referred to the Welsh Ministers:

   7.1 in accordance with section 7(6) of *the Act* (where the Contract is treated as an *NHS contract*); or

   7.2 in accordance with paragraph 4.

8. The *NHS dispute resolution procedure* does not apply where the Contractor refers a matter for determination in accordance with clause 149, and in such a case the procedure specified in paragraph 46 of Schedule 3 to *the Regulations* shall apply instead.

9. Any Party wishing to refer a dispute shall send to the Welsh Ministers a written request for dispute resolution which shall include or be accompanied by:

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

   9.2 a copy of the Contract; and

   9.3 a brief statement describing the nature of, and circumstances giving rise to, the dispute.

10. Any Party wishing to refer a dispute as mentioned in paragraph 7 must send the request under paragraph 9 within a period of three years beginning with the date on which the matter giving rise to the dispute happened or should reasonably have come to the attention of the Party wishing to refer the dispute.

11. The Parties will use their best endeavours to ensure that:

   11.1 the procedure in paragraph 106(5) to (14) and 107(1) of Schedule 3 to *the Regulations* applies to the determination of the dispute (as if, for these

purposes only, this Contract is a *GMS contract* and the Contractor is a *GMS contractor*);

11.2 section 7(12) and (13) of the 2006 Act apply in the same manner as those subsections apply to a dispute referred for determination in accordance with section 7(6) of *the Act*; and

11.3 where the *adjudicator* makes a direction as to payments under section 7(11) of *the Act* (as it has effect as a result of section 7 of *the Act* or paragraph 11.2) that direction is to be enforceable in a county court (if the court so orders) as if it were a judgment or order of the Court.

12. In paragraphs 1 to 11 any dispute arising out of or in connection with the Contract includes any dispute arising out of or in connection with the termination of the Contract.

13. Any term of the Contract that makes provision in respect of the requirements in this Schedule 11 is to survive even when the Contract has terminated.

ANNEX TO SCHEDULE 11

[DN: THE FOLLOWING TEXT IS MERELY PLACEHOLDER TEXT, FOR CONTRACTS THAT ARE NOT NHS CONTRACTS, BASED ON THE PREVIOUS APMS TEMPLATE AND WILL NEED TO BE TAILORED / REVIEWED / COMPLETED BY THE LHB]

[Escalated Negotiation

1. If any Dispute arises, the Parties must first attempt to settle it by either of them making a written offer to the other to negotiate. During the negotiation period the Parties must negotiate and be represented:

   1.1 for the first ten (10) *working days*, by a senior person who where practicable has not had any direct day-to-day involvement in the matter and has authority to settle the dispute; and

   1.2 for the last five (5) *working days*, by their chief executive, director, or member of their governing body, as the case may be, who has authority to settle the dispute.

2. Where practicable, neither Party shall be represented by the same individual under it paragraphs 1.1 and 1.2.

Mediation

3. If the Parties are unable to settle the dispute by negotiation, they must, within five (5) *working days* after the end of the period specified in paragraph 1.2, submit the dispute:

   3.1 to mediation by CEDR; or

   3.2 other independent body or organisation agreed between the Parties in all other cases.

4. In the case of a mediation under paragraph 3.1:

   4.1 during the mediation phase and before the mediation session, each Party must submit to the mediator within five (5) *working days* of the mediator's request a signed position statement describing the precise points on which the Parties disagree, and describing its solution to the dispute;

4.2 where the mediator is satisfied that the nature of the dispute has been adequately documented in accordance with paragraph 4.1, the mediator will allow each Party five (5) *working days* in which to comment to him in *writing* on the other Party's solution to the dispute;

4.3 the mediator may, in their absolute discretion, require either Party to clarify any aspects of its signed position statement and upon receipt of that clarification, will forward the clarification to the other Party;

4.4 following distribution by the mediator of the signed position statements and any clarification to the Parties, the mediator will arrange a mediation session at a venue chosen by the mediator to facilitate mediation and settlement of the dispute. The mediation session will be fixed for a date at least ten (10) *working days* following receipt by both Parties of the other Party's signed position statement and any clarification;

4.5 each Party must make an opening presentation of its position to the other Party and the mediator will then meet each of the Parties separately for such time as the mediator considers appropriate and will determine the procedure of the mediation session. Neither Party will terminate its participation in the mediation session until after the opening presentations have been given and the mediator has met both Parties separately;

4.6 the Parties must keep confidential and not disclose or use for any other purpose any information, whether given orally, in *writing* or otherwise, arising out of or in connection with the mediation, including the fact of any settlement and its terms, except for the fact that the mediation is to take place or has taken place; and

4.7 all information, whether oral, in *writing* or otherwise, arising out of or in connection with the mediation will be inadmissible in any current or subsequent litigation or other proceedings. This paragraph 4.7 will not apply to any information which would in any event have been admissible in any such proceedings.

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

Expert Determination

6. If the Parties are unable to settle the dispute through mediation, the dispute must be referred to expert determination, by one Party giving written notice to that effect ("Expert Determination Notice") to the other Party following closure of the failed mediation. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

7. If the Parties have agreed upon the identity of an expert and the expert has confirmed in *writing* their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert.

8. Where the Parties have not agreed upon an expert, or where that person has not confirmed their willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in *writing*, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

9. The Party serving the Expert Determination Notice must send to the Expert and to the other Party within five (5) *working days* of the appointment of the Expert a statement of its case, including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.

10. The Party not serving the Expert Determination Notice must reply to the Expert and to the other Party within five (5) *working days* of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

11. The Expert must produce a written decision with reasons within 30 *working days* of receipt of the statement of case referred to in paragraph 9, or any longer period as is agreed by the Party after the dispute has been referred.

12. The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

13. The Party must comply with any request or direction of the Expert in relation to the expert determination.

14. The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send their decision in *writing* simultaneously to both Parties. Within 5 *working days* following the date of the decision the Parties must provide the Expert and the other Party with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at their discretion within a further 5 *working days* and send any revised decision simultaneously to the Parties.

15. The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.

16. The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert, in which case a Party will be permitted to apply to Court for an Order that:

    16.1 the Expert reconsider his decision (either all of it or part of it); or

    16.2 the Expert's decision be set aside (either all of it or part of it).

17. If a Party in Dispute does not abide by the Expert's decision the other Parties may apply to Court to enforce it.

18. All information, whether oral, in *writing* or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings or where such information is required pursuant to paragraph 16.

19. The Expert is not liable for anything done or omitted in the discharge or purported discharge of their functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.

20. The Expert is appointed to determine the dispute or disputes between the Parties and the Expert's decision may not be relied upon by third parties, to whom the Expert shall have no duty of care.

SIGNATURES OF THE PARTIES TO THE AGREEMENT

Signed for and on behalf of [NAME] Local Health Board by:

_____

Signed

_____

Name

[[DN: LHBS TO PREPARE / TAILOR THE EXAMPLE TEXT BELOW BASED ON THE CONTRACTOR (THE TEXT BELOW ONLY CONTAINS EXAMPLE TEXT AND DOES NOT COVER EVERY TYPE OF CONTRACTOR). ALSO NOTE THAT THE FOLLOWING TEXT ASSUMES THAT THE CONTRACT WILL BE A SIMPLE CONTRACT, RATHER THAN SIGNED AS A DEED. IF IT IS TO BE SIGNED AS A DEED OTHER AMENDMENTS TO THE CONTRACT (AND THE TEXT BELOW) WILL BE REQUIRED]

[IF THE CONTRACTOR IS AN INDIVIDUAL]

Signed by [CONTRACTOR'S FULL NAME]:

_____

Signature

[IF THE CONTRACTOR IS A PARTNERSHIP]

Signed for and on behalf of [NAME OF PARTNERSHIP] by the following partner(s):

_____

Signature

_____

Name

_____

Signature

_____

Name

[DN: REPEAT ABOVE AS NEEDED FOR ANY OTHER PARTNERS - IF THE CONTRACTOR IS A PARTNERSHIP, IT IS RECOMMENDED THAT ALL OF THE PARTNERS COMPRISING THE PARTNERSHIP AT THE DATE THE CONTRACT IS SIGNED (WHETHER THOSE PARTNERS ARE GENERAL PARTNERS OR LIMITED PARTNERS) SIGN THE CONTRACT]

[IF THE CONTRACTOR IS A COMPANY – THE LATTER TWO OPTIONS BELOW ARE PREFERABLE (SEE COMPANIES ACT 2006, SECTION 44) BUT THE FIRST OPTION BELOW MAY BE SUFFICIENT IN MOST CASES]

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF COMPANY]:

_____

Director

OR

Executed by [NAME OF COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director **OR** its secretary]

_____

Director

_____

[Director / Secretary]

OR

Executed by [NAME OF COMPANY] acting by [NAME OF DIRECTOR], a director

_____

Director

in the presence of:

_____

[SIGNATURE OF WITNESS]

_____

[NAME OF WITNESS]

_____

_____

[ADDRESS OF WITNESS]

_____

[OCCUPATION OF WITNESS]]

[The Contract must be signed by a person with power to bind the Contractor.]