

## SCHEDULE 1

Regulation 2

### AGREEMENTS ARRANGEMENT OF PARAGRAPHS

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#### **Inclusion of provisions**

1. An agreement shall include provisions meeting all of the requirements set out in this Schedule.

#### **Patients**

2. An agreement shall provide that the patients in respect of whom personal medical services are to be provided in accordance with arrangements made under an agreement are—
  - (a) persons included in any performer's list;
  - (b) persons included in a pooled list operated under the agreement;
  - (c) persons accepted for inclusion in a list referred to in sub-paragraphs (a) or (b);
  - (d) for the limited period specified in paragraph 8 of Schedule 3, persons who have been refused acceptance for inclusion in a list referred to in sub-paragraphs (a) or (b) of this paragraph;
  - (e) persons who have been assigned to a performer by a provider under regulation 5 of the Choice of Medical Practitioner Regulations;
  - (f) persons for whom the provider is obliged to provide personal medical services under regulation 5(6) of the Choice of Medical Practitioner Regulations, having been unable to assign them to a performer;

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- (g) persons accepted as temporary residents by a performer or the provider under the agreement;
- (h) persons who would be eligible under the agreement for acceptance by a performer or the provider as temporary residents and to whom a performer has agreed to provide an immunisation;
- (i) persons who would be eligible under the agreement for acceptance by a performer or the provider as temporary residents and for whom a performer or the provider has agreed to provide maternity medical services or contraceptive services, or in respect of whom a performer has agreed to take a cervical smear;
- (j) for the limited period specified in paragraph 8 of Schedule 3, persons to whom a performer is required by virtue of sub-paragraphs (b) and (c) of that paragraph to give treatment which is immediately required;
- (k) persons by whom a performer is requested and agrees, in connection with his performance of personal medical services under the agreement, to give treatment which is immediately required owing to an accident or other emergency at any place in the area of the Health Board, provided that—
  - (i) there is no registered medical practitioner who, at the time of the request, is under an obligation (otherwise than by virtue of this paragraph or his terms of service) to give treatment to that person; or
  - (ii) there is such a registered medical practitioner but, after being requested to attend, that practitioner is unable to attend and give treatment immediately required; or
  - (iii) in the case of a performer, more than one such performer is under an obligation to give treatment and no such performer practising from the premises to which the request was made is able to attend and give treatment;
- (l) in respect of child health surveillance services, minor surgery services, contraceptive services or maternity medical services, persons for whom a performer has undertaken to perform such services.

### **Provision of personal medical services and other services**

3. An agreement shall require the provision of personal medical services which are—
  - (a) equivalent in scope (though not necessarily identical in detail) to general medical services; and
  - (b) available to patients throughout each period of 24 hours during which the agreement remains in existence.
4. Sub-paragraph (a) of paragraph 3 is not to be construed as requiring an agreement to include the provision of child health surveillance services, contraceptive services, minor surgery services or, except in an emergency, maternity medical services.
5. Where a provider is to provide child health surveillance services, minor surgery services or both services under an agreement, the Health Board must ensure that the provider is authorised by the agreement to make arrangements for such of those services as are to be provided under the agreement, to be provided to any person who applies for them and who is a personal medical services patient in relation to any other agreement.
6. Where a provider is to provide maternity medical services, contraceptive services or both services under an agreement, the Health Board must ensure that the provider is authorised by the agreement to make arrangements for such of those services as are to be provided under the agreement to be provided to any person who applies for them.

7. Where an agreement imposes requirements in accordance with paragraph 5 or 6, the agreement shall contain terms as to the arrangements for a person to apply for the provision of such a service, and as to the arrangements under which the provider may terminate his responsibility for the provision of that service.

8. An agreement shall require the provider to take reasonable steps to ensure the continuity of a patient's treatment.

9. An agreement shall provide that unless the provider has the consent of the Health Board, a performer must not perform personal medical services at any premises if he would have required the consent of the Health Board to carry on practice from those premises, if he were providing general medical services.

### **Provision of drugs or appliances for immediate treatment**

10. An agreement shall—

- (a) require the provider to provide to a patient any appliance or drug, not being a Scheduled drug, where such provision is needed for the immediate treatment of that patient before a provision can otherwise be obtained; and
- (b) allow the provider to provide to a patient any appliance or drug, not being a Scheduled drug, which a performer administers or applies to that patient,

and the services which are provided in accordance with this paragraph must be available to patients throughout each period of 24 hours during which the agreement remains in existence.

### **Performance of personal medical services**

11. An agreement shall—

- (a) require that all performers who are primarily responsible for the performance of personal medical services (and not just a particular aspect of personal medical services) in respect of the patients have a performer's list, whether or not they also participate in arrangements for a pooled list in connection with the agreement;
- (b) name each of the performers who will under the agreement be primarily responsible for the performance of personal medical services, or any particular aspect of personal medical services, in respect of the patients;
- (c) specify in respect of each of the performers who are named in the agreement in accordance with sub-paragraph (b)—
  - (i) the services which that person is to perform under the agreement, including whether that person is to perform child health surveillance services, contraceptive services, minor surgery services or maternity medical services and, if so, which of them;
  - (ii) if that person is not the provider, the nature of that person's legal relationship with the provider; and
  - (iii) whether that person is to have a performer's list and, if so, whether that person is also to participate in any arrangements for a pooled list; and
- (d) specify the circumstances in which personal medical services, or any aspect of personal medical services, will be performed by a person other than a performer who is primarily responsible for the performance of those services.

### **Persons employed or engaged by a provider**

12. An agreement shall require that a provider shall—

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- (a) before employing or engaging any person other than a registered medical practitioner to assist the provider in the provision of personal medical services, take reasonable care to become satisfied 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, having regard, in particular, to that person's academic and vocational qualifications and training and experience in employment; and
- (b) afford to each employee or person engaged reasonable opportunities to undertake appropriate training with a view to maintaining that person's competence.

### **Medical practitioners with provisional registration**

13. An agreement shall require that the provider shall not, by virtue only of having employed or engaged a person who is provisionally registered under section 15 or 21 of the Medical Act 1983 and who is acting in the course of his employment in an approved medical practice, reduce the total number of hours for which other performers perform personal medical services in connection with the agreement, or for which other staff assist them in the performance of personal medical services.

### **Performer's lists and pooled lists**

14. An agreement shall require the provider to supply to the Health Board such information about the performers as it requires for the purpose of preparing patient's lists and keeping them up to date, in accordance with regulation 9.

15. An agreement shall specify the maximum total number of persons who may be included in the performer's lists of each of the performers or, if a pooled list is to be operated, the maximum total number of persons who may be included in the performer's lists and the pooled list.

16. Where an agreement authorises a pooled list, it shall provide that the provider shall be responsible for accepting a person for inclusion in that list and may do so only if the person is eligible for the provision of personal medical services under the agreement.

17. An agreement shall require the provider to ensure that no person is accepted for inclusion in more than one performer's list, or for inclusion in both a performer's list and a pooled list.

18. The provider shall be required by an agreement to give the Health Board not less than one month's notice of the provider's intention to cease to operate a pooled list.

### **Assignment of patients to performers**

19. An agreement shall require the provider to assign a person to a performer in accordance with regulation 5 of the Choice of Medical Practitioner Regulations if required to do so by the Health Board under regulation 4(2)(b) of those Regulations.

### **Acceptance of patients in a performer's list**

20.—(1) An agreement shall require that where a performer has agreed to accept a person for inclusion in a performer's list, that performer shall, within 14 days of receiving that person's medical card or, as the case may be, form of application, or as soon after the expiry of that period as is practicable—

- (a) sign the medical card or, as the case may be, form of application; and
- (b) send it to the Health Board.

(2) An agreement shall require that where, for the purposes of sub-paragraph (1), any person signs a medical card or form of application on behalf of the performer, the performer shall ensure that the signatory specifies the name of the provider on whose behalf that person is signing.

### **Acceptance of patients in a pooled list**

**21.**—(1) Where an agreement authorises the operation of a pooled list it shall comply with the following provisions of this paragraph.

(2) An agreement shall require the provider to have a procedure under which persons may apply for inclusion in a pooled list, which provides that—

- (a) subject to paragraphs (b) and (c), an application shall be made by delivering to the provider a medical card or an application signed (in either case) by the applicant or a person authorised by the applicant to sign on his behalf;
- (b) an application may be made (otherwise than by the provider or a performer) on behalf of any child by—
  - (i) either parent, or in the absence of both parents, the guardian or other adult person who has the care of the child;
  - (ii) a person duly authorised by a local authority to whose care the child has been committed under the provisions of the Social Work (Scotland) Act 1968(1); or
  - (iii) a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of the Social Work (Scotland) Act 1968; and
- (c) an application may be made (otherwise than by the provider or a performer) on behalf of any adult who is incapable of making such an application.

(3) An agreement shall require that where a provider has agreed to accept a person for inclusion in a pooled list, he shall, within 14 days of receiving that person's medical card or, as the case may be, form of application, or as soon after the expiry of that period as is practicable—

- (a) sign the medical card or, as the case may be, the form of application; and
- (b) send it to the Health Board.

(4) An agreement shall require that where, for the purposes of sub-paragraph (3), any person signs a medical card or form of application on behalf of the provider, the provider shall ensure that the signatory specifies the name of the provider on whose behalf that person is signing.

### **Termination of responsibility for patients**

**22.** The agreement shall provide that—

- (a) a provider may notify the Health Board in writing that the provider wishes to have any person removed from the list of patients (which, in this paragraph, means the combined performer's lists of all the performers who have such a list and the pooled list, if any) and that removal shall take effect in accordance with regulation 10(3) or, as the case may be, 10(4);
- (b) where—
  - (i) a person whose name is included in the list of patients has committed an act of violence against a performer, or has behaved in such a way that the performer has feared for his safety; and
  - (ii) the performer has reported the incident to the police or the Procurator Fiscal,the provider may notify the Health Board that the provider wishes to have that person removed from the list of patients with immediate effect and that removal shall take effect in accordance with regulation 10(5);

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(1) 1968 c. 49.

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- (c) notification under sub-paragraph (b) may be given by any means including telephone or fax, but if not given in writing shall subsequently be confirmed in writing within seven days (and, for this purpose, a faxed notification is not a written one);
- (d) the time at which the provider notifies the Health Board shall be the time at which the provider makes the telephone call to the Health Board or at which the notification is delivered to the Health Board;
- (e) other than in a case to which sub-paragraph (b) applies, where a provider notifies a Health Board that he wishes to have a person removed from the list of patients, the provider shall inform the Board in writing if a performer is treating the person at intervals of less than seven days;
- (f) where a provider has notified a Health Board that the provider wishes to have a person's name removed from the list of patients with immediate effect, the provider shall, in writing, inform the person concerned of that notification.

### **Temporary residents**

**23.** An agreement shall provide that—

- (a) a provider may accept as a temporary resident a person requiring treatment who is—
  - (i) temporarily residing away from their normal place of residence and is not included in the performer's list of a performer who practises in the vicinity of the place where that person is temporarily residing, or a pooled list of medical practitioners who practise in that vicinity; or
  - (ii) moving from place to place and not for the time being resident in any place, and shall notify the Health Board of the treatment provided to any person whom either the provider, or a performer, accepts as a temporary resident, and such other information about that person as the Health Board may reasonably require;
- (b) for the purposes of sub-paragraph (a), a person shall be regarded as temporarily resident in a place if, when that person arrives in that place, that person intends to stay there for more than 24 hours but not more than three months;
- (c) a provider may inform the Health Board in writing that the provider wishes to terminate responsibility for the provision of personal medical services for a temporary resident and, where the provider does so, the provider's responsibility shall cease in accordance with sub-paragraph (a) or, as the case may be, sub-paragraph (b) of paragraph 22, as if the temporary resident were a person on the list of patients as defined in that paragraph.

### **Childhood immunisations**

**24.** An agreement shall provide that payments will be made to the provider in respect of—

- (a) the immunisation by performers of children aged two and under against diphtheria, tetanus, poliomyelitis, pertussis, measles, mumps, rubella and haemophilus influenzae B; and
- (b) the immunisation by performers of children aged five and under against diphtheria, tetanus and poliomyelitis, by way of pre-school boosters,

on the basis of arrangements under which the amounts so paid are, respectively, as nearly as possible equal to the total amount of the payments which would have been made to the performers under paragraphs 25 and 26 of the Statement of Fees and Allowances, if they were partners providing general medical services under Part II of the 1978 Act and the children immunised were patients on their partnership list (within the meaning of those paragraphs).

## Practice leaflet

25.—(1) An agreement shall require a provider to produce a document, in this paragraph called a “practice leaflet”, which shall include the following information—

- (a) in relation to each performer, their—
  - (i) full name;
  - (ii) sex;
  - (iii) medical qualifications; and
  - (iv) date and place of first registration; and
- (b) in relation to the services—
  - (i) details of the normal hours and the normal place;
  - (ii) details of any appointments system and arrangements for urgent and non-urgent access to a performer either at the normal place or elsewhere;
  - (iii) the arrangements under which a person may receive personal medical services outwith normal hours, including how a performer may be contacted, who is to provide the services, and details of the out of hours place (if any);
  - (iv) the arrangements for obtaining repeat prescriptions and, if a dispensing practice, for dispensing prescriptions;
  - (v) details (including, if appropriate, where and when the service or clinic is available) of the services provided and by whom including child health surveillance services, contraceptive services, maternity medical services, minor surgery services and any specialist clinics;
  - (vi) the numbers, functions and availability of professionals other than performers (including nurses, midwives and health visitors) who assist in the provision of personal medical services;
  - (vii) the arrangements for receipt of patients' comments, suggestions and complaints;
  - (viii) the geographical boundary of the practice area by reference to a sketch, diagram, plan or postcode;
  - (ix) whether the practice premises have suitable access for all disabled patients and if not the reasons why they are unsuitable for particular types of disability; and
  - (x) arrangements for notifying patients if the provider engages or employs a General Practice (GP) Registrar, undergraduate medical student or a person who is engaged in employment under section 10 of the Medical Act 1983(2) in an approved medical practice.

(2) The agreement shall contain terms requiring a provider to—

- (a) review the practice leaflet at least once in every period of 12 months, and make any amendments necessary to maintain its accuracy; and
- (b) make available a copy of the most recent edition of the practice leaflet to the Health Board, to each patient, and to any other person who, in the provider’s opinion, reasonably requires one.

## Qualifying bodies

26.—(1) Where a provider is a qualifying body the agreement shall contain terms providing for the matters set out in the following sub-paragraphs.

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(2) 1983 c. 54.

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(2) The qualifying body shall not carry on any business which it is not required or authorised to carry on by the agreement.

(3) A Health Board which becomes aware of a breach of the term specified in sub-paragraph (2) shall give notice immediately to the provider, requiring that the qualifying body cease, before the end of the period of one month beginning on the day on which the notice is given (“the notice period”) to carry on business other than that required or authorised by the agreement and, if the qualifying body does not cease to carry on other business in accordance with that requirement, the agreement shall (without further notice) terminate.

(4) No member of the qualifying body shall transfer or grant an interest (whether legal or beneficial) of any kind in any share in that body to any person other than a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act.

(5) A Health Board which becomes aware of a breach of the term specified in sub-paragraph (4) shall give notice immediately to the provider, requiring that the entire legal and beneficial interest in the share in question be vested, before the end of the period of one month beginning on the day on which the notice is given (“the notice period”), to a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act and, if the share (or, as the case may be, the interest granted in the share) is not transferred in accordance with that requirement, the agreement shall terminate without further notice.

(6) The agreement shall terminate immediately if–

- (a) all the shares in the qualifying body are transmitted to a personal representative of a member of that body;
- (b) the personal representative is not a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act; and
- (c) there are no other parties to the agreement, apart from the Health Board.

(7) Where–

- (a) fewer than 100% of the shares in the qualifying body are transmitted to a personal representative of a member of that body who is not a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act, or
- (b) all the shares are transmitted to such a personal representative, but there is another party to the agreement apart from the Health Board and the qualifying body,

the Health Board shall give notice immediately to the provider, requiring that the share or shares which have been transmitted to a member’s personal representative be transferred or transmitted, before the end of the period of two months beginning with the day on which the member of the qualifying body died (“the notice period”), to a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act and, if the shares are not transferred or transmitted in accordance with that requirement, the agreement shall terminate without further notice.

(8) Where an NHS trust which was a member of the qualifying body is dissolved by the Scottish Ministers–

- (a) if the NHS trust was the sole member of the qualifying body and the qualifying body was the only party to the agreement (other than the Health Board), the agreement shall terminate immediately;
- (b) except as provided in paragraph (a) above, the Health Board shall give notice immediately to the provider, requiring that the share or shares which were held by the NHS trust are transferred, before the end of the period of one month beginning on the day on which the notice is given (“the notice period”), to a person specified in paragraph (a), (b) or (e) of section 17D(1) of the 1978 Act and, if the shares are not transferred in accordance with that requirement, the agreement shall terminate without further notice.



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(9) Where the qualifying body is wound up under Part IV of the Insolvency Act 1986<sup>(3)</sup>, or is subject to an administration order under Part II of that Act, the agreement shall terminate immediately.

(10) The provider shall immediately give notice in writing to the Health Board of the transfer or transmission of any share in the qualifying body.

### **Insurance**

**27.** An agreement shall require the provider to ensure that each performer has adequate insurance against liability arising from negligent performance of personal medical services and such other services as that person, or another acting on their behalf, may perform under the agreement.

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(3) 1986 c. 45.