

## SCHEDULE 3

### OTHER CONTRACTUAL TERMS

## PART 10

### MISCELLANEOUS

#### Evidence of exemption under the Act

**78.**—(1) Subject to sub-paragraph (2), the contractor shall ensure that it requests, in respect of a person who makes a declaration relating to exemption under paragraph 1(1) of Schedule 12ZA <sup>M1</sup> to the Act, evidence in support of that declaration.

(2) The contractor shall ensure that—

- (a) a note of the type of evidence submitted is made; or
- (b) in the case where no evidence is submitted, a note of that fact is made.

(3) Sub-paragraphs (1) and (2) do not apply where the contractor is satisfied that the person in respect of whom the declaration is made is under the age of 18 years.

#### Marginal Citations

**M1** [Section 12ZA](#) is inserted into the Act by section 183(2) of the 2003 Act.

#### Clinical governance arrangements

**79.**—(1) The contractor shall comply with such clinical governance arrangements as the Primary Care Trust may establish in respect of contractors providing services under a contract.

(2) The contractor shall nominate a person who manages services under the contract to have responsibility for ensuring compliance with clinical governance arrangements.

(3) In this paragraph, “clinical governance arrangements” means arrangements through which the contractor endeavours to continuously improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish.

#### Quality assurance system

**80.**—(1) The contractor shall establish and operate a practice based quality assurance system which is applicable to all the persons specified in sub-paragraph (2).

(2) The specified persons are—

- (a) any dental practitioner who performs services under the contract; and
- (b) any other person employed or engaged by the contractor to perform or assist in the performance of services under the contract.

(3) A contractor shall ensure that in respect of its practice based quality assurance system, it has nominated a person (who need not be connected with the contractor's practice) to be responsible for operating that system.

(4) In this paragraph, “a practice based quality assurance system” means one which comprises a system to ensure that—

- (a) effective measures of infection control are used;

**Status:** Point in time view as at 01/01/2006.

**Changes to legislation:** There are currently no known outstanding effects for the The National Health Service (General Dental Services Contracts) Regulations 2005, PART 10. (See end of Document for details)

- (b) all legal requirements relating to health and safety in the workplace are satisfied;
- (c) all legal requirements relating to radiological protection are satisfied; and
- (d) any requirements of the General Dental Council in respect of the continuing professional development of dental practitioners are satisfied.

### **Insurance: negligent performance**

**81.**—(1) The contractor shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the contract.

(2) The contractor shall not sub-contract its obligations to provide clinical services under the contract unless it has satisfied itself that the sub-contractor holds adequate insurance against liability arising from negligent performance of such services.

(3) In this paragraph—

- (a) “insurance” means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor; and
- (b) a contractor or sub-contractor shall be regarded as holding insurance if it is held by an employee of its in connection with clinical services which that employee provides under the contract or, as the case may be, sub-contract.

### **Public liability insurance**

**82.**—(1) 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 insurance referred to in paragraph 81(1).

(2) In this paragraph, “insurance” has the same meaning as in paragraph 81.

### **Gifts**

**83.**—(1) The contractor shall keep a register of gifts which are given to any of the persons specified in sub-paragraph (2) by or on behalf of—

- (a) a patient;
- (b) a relative of a patient; or
- (c) any person who provides or wishes to provide services to the contractor or its patients in connection with the contract,

and have, in its reasonable opinion, an individual value of more than £100.00.

(2) The persons referred to in sub-paragraph (1) are—

- (a) the contractor;
- (b) where the contract is with two or more individuals practising in partnership, any partner;
- (c) where the contract is with a dental corporation a director, chief executive or secretary of the corporation;
- (d) any person employed by the contractor for the purposes of the contract;
- (e) any dental practitioner engaged by the contractor for the purposes of the contract;
- (f) any spouse or civil partner of a contractor (where the contractor is an individual dental practitioner) or of a person specified in paragraphs (b) to (e); or
- (g) any person whose relationship with the contractor (where the contractor is an individual dental practitioner) or with a person specified in paragraphs (b) to (e) has the characteristics of the relationship between husband and wife or civil partners.

- (3) Sub-paragraph (1) does not apply where—
  - (a) there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the contractor;
  - (b) the contractor is not aware of the gift; or
  - (c) in a case falling within sub-paragraph (1)(c), the contractor is not aware that the donor wishes to provide services to the contractor.
- (4) The contractor shall take reasonable steps to ensure that it is informed of gifts which fall within sub-paragraph (1) and which are given to any of the persons specified in sub-paragraph (2) (b) to (2)(g).
- (5) The register referred to in sub-paragraph (1) shall include the following information—
  - (a) the name of the donor;
  - (b) in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, his address;
  - (c) in any other case, the address of the donor;
  - (d) the nature of the gift;
  - (e) the estimated value of the gift; and
  - (f) the name of the person or persons who received the gift.
- (6) The contractor shall make the register available to the Primary Care Trust on request.

#### **Compliance with legislation and guidance**

- 84.** The contractor shall—
  - (a) comply with all relevant legislation; and
  - (b) have regard to all relevant guidance issued by the Primary Care Trust, the relevant Strategic Health Authority or the Secretary of State.

#### **Third party rights**

- 85.** The contract shall not create any right enforceable by any person not a party to it.

#### **Signing of documents**

- 86.**—(1) In addition to any other requirement that may relate to the documents specified in sub-paragraph (2), whether in these Regulations or otherwise, the contractor shall ensure such documents include—
  - (a) the name and clinical profession of the professional who signed the document; and
  - (b) the name of the contractor on whose behalf it is signed.
- (2) The reference to documents in sub-paragraph (1) include—
  - (a) forms that are required to be completed as a consequence of these Regulations, where such forms require a signature;
  - (b) prescription forms; and
  - (c) any other clinical document.

**Status:**

Point in time view as at 01/01/2006.

**Changes to legislation:**

There are currently no known outstanding effects for the The National Health Service (General Dental Services Contracts) Regulations 2005, PART 10.