

SCHEDULE 1

CONTENT OF AGREEMENTS

PART 9

MISCELLANEOUS

Clinical governance

75.—(1) The provider shall have an effective system of clinical governance.

(2) The provider shall nominate a person who will have responsibility for ensuring the effective operation of a system of clinical governance.

(3) The person nominated under sub-paragraph (2) shall be a person who performs or manages services under the agreement.

(4) In this paragraph “system of clinical governance” means a framework through which the provider 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.

Insurance

76.—(1) The provider shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the agreement.

(2) The provider shall not sub-contract its obligations to provide clinical services under the agreement 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 provider; and
- (b) a provider shall be regarded as holding insurance if the insurance is held by an employee of that provider in connection with clinical services which that employee provides under the agreement or, as the case may be, sub-contract.

Insurance

77. The provider shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the agreement which are not covered by the insurance referred to in paragraph 76(1).

Gifts

78.—(1) The provider shall keep a register of gifts which—

- (a) are given to any of the persons specified in sub-paragraph (2) by or on behalf of—
 - (i) a patient;
 - (ii) a relative of a patient; or
 - (iii) any person who provides or wishes to provide services to the provider or its patients in connection with the agreement; and
- (b) have, in its reasonable opinion, an individual value of more than £100.00.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- (2) The persons referred to in sub-paragraph (1) are—
 - (a) the provider;
 - (b) where a partnership is a party to the agreement, any partner in the partnership;
 - (c) where a company is a party to the agreement—
 - (i) any person legally and beneficially holding a share in the company, or
 - (ii) a director or secretary of the company;
 - (d) any person employed by the provider for the purposes of the agreement;
 - (e) any general medical practitioner engaged by the provider for the purposes of the agreement;
 - (f) any spouse of an individual (where an individual is a party to the agreement) or of a person specified in paragraphs (b) to (e); or
 - (g) any person (whether or not of the opposite sex) whose relationship with any individual (where an individual is a party to the agreement) or with a person specified in paragraphs (b) to (e) has the characteristics of the relationship between husband and wife.
- (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 provider;
 - (b) the provider is not aware of the gift; or
 - (c) the provider is not aware that the donor wishes to provide services to the provider.
- (4) The provider shall take reasonable steps to ensure that it is informed of gifts which fall within sub-paragraph (1) and which are given to the persons specified in sub-paragraph (2)(b) to (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 provider shall make the register available to the Health Board on request.

Compliance with legislation and guidance

- 79.** The provider shall—
 - (a) comply with all relevant legislation; and
 - (b) have regard to all relevant guidance issued by the Health Board and the Scottish Ministers.

Third party rights

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