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STATUTORY INSTRUMENTS

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**2006 No. 552**

**The National Health Service (Local  
Pharmaceutical Services etc.) Regulations 2006**

**PART 5**

**TRANSITIONAL AND CONSEQUENTIAL PROVISIONS**

**Duty to provide information about suitability etc.**

17.—(1) Subject to paragraphs (3) and (4), a contractor who provides services under a pilot scheme must by 1st October 2006 supply to its Primary Care Trust information as to whether he (in the case of an individual who is a contractor), or in the case of a partnership, the partners, or where the contractor is a body corporate, any director, chief executive, superintendent or company secretary of it—

- (a) has any criminal convictions in the United Kingdom;
- (b) has accepted a police caution in the United Kingdom;
- (c) has, in summary proceedings in Scotland in respect of an offence, been the subject of an order discharging him absolutely (without proceeding to conviction);
- (d) has accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992 (penalty as alternative to prosecution);
- (e) has been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales;
- (f) has been charged with an offence and is currently the subject of any proceedings which might lead to a conviction, which have not yet been notified to the Primary Care Trust;
- (g) has been subject to any investigation into his professional conduct by any licensing or regulatory body, where the outcome was adverse;
- (h) is currently subject to any investigation into his professional conduct by any licensing or regulatory body;
- (i) is to his knowledge, or has been where the outcome was adverse, the subject of any investigation by the National Health Service Counter Fraud and Security Management Service or the NHS Business Services Authority in relation to fraud;
- (j) is the subject of any investigation by another Primary Care Trust or equivalent body, which might lead to his removal from any primary care list;
- (k) is, or has been where the outcome was adverse, subject to an investigation into his professional conduct in respect of any current or previous employment;
- (l) either—

(i) has been removed or contingently removed from, refused admission to, or conditionally included in, any primary care list kept by another Primary Care Trust or equivalent body, or

(ii) is currently or has been suspended from such a list, on fitness to practise grounds, and if so, why and the name of the Primary Care Trust or equivalent body; or

(m) is, or ever has been, the subject of a national disqualification,

and if so, he must give details of any investigation or proceedings which are being or were undertaken or brought, including the nature of that investigation or proceedings, where and approximately when that investigation or those proceedings commenced, and any outcome.

(2) A person to whom sub-paragraph (1) applies must consent to a request being made by the Primary Care Trust to any employer, former employer or licensing or regulatory body in the United Kingdom or elsewhere, for information relating to a current investigation or an investigation where the outcome was adverse.

(3) Where a contractor is a body corporate with a registered office in England, the information to be provided under paragraph (1) may be provided instead to the relevant home Primary Care Trust, if the contractor also provides the relevant home Primary Care Trust with details of any other Primary Care Trust—

- (a) with which it has entered or applied to enter into LPS arrangements or an LPS scheme; or
- (b) which has included it or to which it has applied to be included in a pharmaceutical list.

(4) No information need be provided under paragraph (1) by a contractor that is a corporate body where that corporate body has already provided the information that it would otherwise provide under paragraph (1) to a relevant home Primary Care Trust—

- (a) as part of a Part 2 application; or
- (b) under Part 3 of Schedule 4 to the Pharmaceutical Services Regulations.

(5) For the purposes of this regulation, the “relevant home Primary Care Trust” means the Primary Care Trust in which the registered office in England of the contractor is located.

### **Transitional agreements for existing pilot schemes**

**18.—**(1) Any pilot scheme agreement, except a pilot scheme that is an “ESP pilot scheme” for the purposes of the Local Pharmaceutical Services (Essential Small Pharmacies) Directions 2005<sup>(1)</sup> that—

- (a) has effect on 31st March 2006 shall continue to have effect on 1st April 2006 but as an LPS scheme; or
- (b) has been agreed prior to 1st April 2006 but is not to take effect until on or after 1st April 2006, but before 1st October 2006, shall take effect on the date it is due to take effect but as an LPS scheme.

(2) Any LPS scheme that has taken or takes effect by virtue of paragraph (1) is, for the purposes of these Regulations, also a “transitional agreement”.

(3) The parties to a transitional agreement shall, as soon as is reasonably practicable, enter into discussions with a view to agreeing variations to the agreement that ensure that it complies with the requirements of these Regulations.

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(1) Signed on 28th October 2005, as amended by the Local Pharmaceutical Services (Essential Small Pharmacies) (Amendment) Directions 2005 and the Pharmaceutical Services (Miscellaneous Amendments) Directions 2006. All these directions are available on [www.dh.gov.uk](http://www.dh.gov.uk).

(4) If the parties have not agreed those variations by 1st October 2006, the Primary Care Trust must vary the transitional agreement without the consent of the other party so as to ensure that the agreement complies with the requirements of these Regulations.

(5) Any variations under paragraph (4) shall not take effect until at least 14 days after the date on which they are notified to the other party.

(6) Pending the taking effect of variations made by virtue of this regulation, a transitional agreement shall apply as if the terms of the agreement were terms required by virtue of these Regulations.

(7) Once the variations made by virtue of this regulation have taken effect, the LPS scheme ceases to be a transitional agreement, but where the parties to the transitional agreement were in dispute (other than with regard to the terms of the variations to be made by virtue of this regulation), resolution of that dispute shall be in accordance with the provisions of the transitional agreement, notwithstanding that the scheme has ceased to be such an agreement.

### **Transitional arrangements for existing designations**

**19.** Any designation made under regulation 3 (or varied under regulation 4) of the National Health Service (Local Pharmaceutical Services and Pharmaceutical Services) Regulations 2002<sup>(2)</sup> (designation of priority neighbourhoods or premises), except one that relates to a pilot scheme that is an “ESP pilot scheme” for the purposes of the Local Pharmaceutical Services (Essential Small Pharmacies) Directions 2005—

- (a) shall be treated for all purposes as a designation made or varied under regulation 4 (whether or not it has been made or varied in accordance with the requirements set out in that regulation); and
- (b) accordingly, regulation 4(6) to (9), 5 and 6 shall apply to that designation as those provisions apply to a designation made from 1st April 2006 under regulation 4.

### **Consequential amendments to secondary legislation**

**20.** Schedule 3, which makes consequential amendments to secondary legislation, shall have effect.

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(2) S.I. 2002/888; relevant amendments were made by S.I. 2002/2469 and 2005/641.