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STATUTORY INSTRUMENTS

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**2013 No. 364**

**The National Health Service (Primary Dental Services) (Miscellaneous Amendments and Transitional Provisions) Regulations 2013**

**PART 2**

Miscellaneous amendments of the GDS Contracts Regulations relating to the Health and Social Care Act 2012 and other miscellaneous amendments

2. The GDS Contracts Regulations are amended in accordance with this Part.

**Amendment of regulation 2**

- 3.—(1) Regulation 2 (interpretation) is amended as follows.
- (2) In paragraph 1—
- (a) after the definition of “the Act” insert—
    - ““the 2006 Act” means the National Health Service Act 2006;
    - “the 2012 Act” means the Health and Social Care Act 2012;”;
  - (b) after the definition of “bank holiday” insert ““the Board” means the National Health Service Commissioning Board;”;
  - (c) after the definition of “Capitation and Quality Scheme Agreement” insert ““Capitation and Quality Scheme 2 Agreement” means an agreement containing such terms and conditions relating to the provision of primary dental services as are required by, and which is made in accordance with, directions given by the Secretary of State under section 114A of the 2006 Act 2006;”;
  - (d) in the definition of “course of treatment”—
    - (i) in paragraph (a), before “an examination of a patient”, insert “subject to paragraph (c)”; and
    - (ii) after (b) insert—
      - “(c) but where the course of treatment is an interim care course of treatment provided under a Capitation and Quality Scheme 2 Agreement in the context of regulation 13A of the NHS Charges Regulations, it does not include the treatment mentioned in paragraph (a);”;
  - (e) for the definition of “dental performers list”, substitute—
    - ““dental performers list”, means the list of dental practitioners maintained by the Board in accordance with regulations made under section 106 of the 2006 Act;”;
  - (f) in the definition of “normal surgery hours”, for “the Primary Care Trust” substitute “the Board”;
  - (g) omit the definition of “NPSA”;

- (h) in the definition of “patient record”, for “a Primary Care Trust” substitute “the Board”;
  - (i) omit the definition of “Primary Care Trust”; and
  - (j) omit the definition of “relevant Strategic Health Authority”.
- (3) In paragraph (2), in sub-paragraph (b), for “the Primary Care Trust” substitute “the Board”.

### **Substitution of regulation 3**

4. For regulation 3 (conditions: introductory), substitute—

#### **“Conditions: introductory**

3. Subject to the provisions of any scheme made by the Secretary of State under section 300 (transfer schemes) and any order made under section 303 (power to make consequential provision) of the 2012 Act, the Board may only enter into a contract if the conditions set out in—

- (a) regulation 4; and
  - (b) in the case of a contract to be entered into with a dental corporation on or after the coming into force for all purposes of article 39 of the Dentists Act Order (substitution of sections 43 and 44), regulation 5,
- are met.”.

### **Amendment of regulation 4**

5.—(1) Regulation 4 (general prescribed conditions relating to all contracts), is amended as follows.

- (2) In paragraph (2), after “corporation” insert “or any member of a limited liability partnership”.

(3) In paragraph (3), in sub-paragraph (i)(ii), after “(powers of the Court of Session to deal with management of charities)” insert “or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session)”.

- (4) For paragraph (4), substitute—

“(4) A person shall not fall within paragraph (3)(b) where the Board is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and it does not make that person unsuitable to be—

- (a) a contractor;
- (b) a director, chief executive or secretary of a corporation entering into a contract, in the case of a contract with a dental corporation; or
- (c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership,

as the case may be.”.

- (5) For paragraph (6), substitute—

“(6) A person shall not fall within paragraph (3)(e) where the Board is satisfied that the conviction does not make that person unsuitable to be—

- (a) a contractor;
- (b) a director, chief executive or secretary of a corporation entering into a contract, in the case of a contract with a dental corporation; or
- (c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership,

as the case may be.”.

(6) After paragraph (6), insert—

“(7) For the purposes of paragraph (3)(c)(i), a health service body includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of sections 33 and 34 of the 2012 Act.”.

#### **Amendment of regulation 5**

6. In regulation 5 (additional prescribed conditions relating to contracts with dental corporations), in paragraph (2), for “the Primary Care Trust” substitute “the Board”.

#### **Amendment of regulation 6**

7. In regulation 6 (reasons)—

- (a) in paragraph (1) for “a Primary Care Trust”, substitute “the Board”; and
- (b) for paragraph (2) substitute—

“(2) The Board shall notify in writing its view and its reasons for that view to—

- (a) a director, chief executive or secretary of a dental corporation; or
- (b) the members of a limited liability partnership;

who is, or are, notified under paragraph (1) where its reasons for the decision relates to that person or those persons.”.

#### **Amendment of regulation 7**

8. In regulation 7 (appeal), for “the Primary Care Trust” substitute “the Board”.

#### **Amendment of regulation 8**

9. In regulation 8 (pre-contract disputes), in paragraph (5)(b), for “the Primary Care Trust” substitute “the Board”.

#### **Amendment of regulation 9**

10. In regulation 9 (health service body status), in paragraphs (1), (4)(a), (5), and (7)(b), for “the Primary Care Trust” substitute “the Board”.

#### **Amendment of regulation 13**

11. In regulation 13 (duration), in paragraph (2) for “the Primary Care Trust” substitute “the Board”.

#### **Amendment of regulation 17**

12. In regulation 17 (units of dental activity), at the beginning of paragraphs (1) and (2), for “Subject to regulation 24A,” substitute “Subject to regulation 24B.”.

#### **Amendment of regulation 19**

13. In regulation 19 (under provision of units of dental activity or units of orthodontic activity), in paragraphs (1), (2)(b)(ii), (3) and (4), for “the Primary Care Trust” substitute “the Board”.

**Amendment of regulation 21**

14. In regulation 21 (finance)—

- (a) at the beginning of paragraphs (1) and (3), for “Subject to regulation 24A,” substitute “Subject to regulation 24B,”;
- (b) in paragraphs (1) and (2), in each place, for “the Primary Care Trust” substitute “the Board”; and
- (c) in paragraph (3), for “a Primary Care Trust” substitute “the Board”.

**Amendment of regulation 24**

15. In regulation 24 (other contractual terms), for “Subject to regulation 24A” substitute “Subject to regulation 24B”.

**Amendment of regulation 24A**

16. Omit regulation 24A (variation of contractual terms in respect of election to enter into a Capitation and Quality Scheme Agreement).

**Insertion of regulation 24B**

17. Immediately after regulation 24 (other contractual terms) insert—

**“Variation of contractual terms in respect of election to enter into a Capitation and Quality Scheme 2 Agreement**

**24B.**—(1) This regulation applies where the contractor and the Board elect to enter into a Capitation and Quality Scheme 2 Agreement.

(2) Where this Regulation applies, the terms of the contract which have the same effect as the provisions specified in paragraph (3) must be varied in accordance with paragraphs (4) and (5) with effect from the start of the day on which the Capitation and Quality Scheme 2 Agreement commences and for the period ending at the end of the day which is the date of the termination of the Capitation and Quality Scheme 2 Agreement, which must be no later than 31st March 2015.

(3) The provisions specified in this paragraph are—

- (a) regulation 17 (units of dental activity);
- (b) regulation 21(finance); and
- (c) in Schedule 3—
  - (i) paragraph 32(2) (patient records), which is a contractor’s discretion to keep patient records in electronic form,
  - (ii) paragraph 58 (mid-year reviews), in so far as it relates to units of dental activity,
  - (iii) paragraph 59 (action the Board can take following a mid-year review), in so far as it relates to units of dental activity, and
  - (iv) paragraph 61(1)(a) and (3)(a) (variation of a contract: activity under the contract), which relate to units of dental activity.

(4) The contract must include terms that have the effect of temporarily releasing the contractor and the Board from all of the obligations, conditions, payments, rights and liabilities relating to those terms (and only those terms) which have the same effect as the provisions specified in paragraph (3), including any right to enforce those terms.

(5) The contract must also include terms to have the effect of providing that immediately after the date of the termination of the Capitation and Quality Scheme 2 Agreement the terms of the contract that subsisted between the parties immediately before—

(i) in the case of a contractor who held a Capitation and Quality Scheme Agreement, the Capitation and Quality Scheme Agreement commenced, or

(ii) the Capitation and Quality Scheme 2 Agreement commenced,

and from which the parties were temporarily released in accordance with paragraph (4) must apply from the day after the date of termination; and all obligations, conditions, payments, rights and liabilities relating to those terms are to be enforceable from that day.”.

### **Amendment of Schedule 1**

**18.**—(1) Schedule 1 (additional services) is amended as follows.

(2) In paragraph 2 (referral services), in sub-paragraph (1), for “the Primary Care Trust” substitute “the Board”.

(3) In paragraph 5 (orthodontic course of treatment), in sub-paragraph 5(a)(i) and (iii), for “the Primary Care Trust” substitute “the Board”.

(4) In paragraph 6 (orthodontic treatment plans), in sub-paragraph (1), for “the Primary Care Trust” substitute “the Board”.

(5) In paragraph 8 (completion of orthodontic courses of treatment), in sub-paragraphs (1), (2) and (3), at each place, for “the Primary Care Trust” substitute “the Board”.

### **Amendment of Schedule 3**

**19.**—(1) Schedule 3 (other contractual terms), is amended as follows.

(2) In paragraph 3 (violent patients)—

(a) in sub-paragraphs (1) and (4), for “the Primary Care Trust”, in each place, substitute “the Board”;

(b) in sub-paragraph (2), after paragraph (c) insert—

“(ca) in the case of a contract with a limited liability partnership, a member of that partnership,”;

(c) in sub-paragraph (5), for “The Primary Care Trust” substitute “The Board”.

(3) In paragraph 5 (irrevocable breakdown in relationship between contractor and patient), for “the Primary Care Trust” substitute “the Board”.

(4) In paragraph 6 (course of treatment), in sub-paragraphs (5)(a)(i) and (iii) and (6), for “the Primary Care Trust” substitute “the Board”.

(5) In paragraph 7 (treatment plans), in sub-paragraphs (1) and (7), in each place, for “the Primary Care Trust”, substitute “the Board”.

(6) In paragraph 8 (completion of courses of treatment), in sub-paragraphs (1) and (2), for “the Primary Care Trust” substitute “the Board”.

(7) In paragraph 9 (referral to another contractor, a hospital or other relevant service provider for advanced mandatory, domiciliary or sedation services), in sub-paragraph (2)(a), for “the Primary Care Trust” substitute “the Board”.

(8) In paragraph 19 (issue of prescription forms), in sub-paragraph (3), for “the Primary Care Trust” substitute “the Board”.

(9) For sub-paragraph 21 (dental practitioners), substitute—

**“Dental Practitioners**

21. A dental practitioner may perform dental services under the contract provided—

- (a) that dental practitioner is included in the dental performers list held by the Board; and
- (b) that dental practitioner’s inclusion in that list is not subject to a suspension.”.

(10) In paragraph 23 (performers: further requirements), in sub-paragraph (2)(b), for “in a dental performers list” substitute “in the dental performers list held by the Board”.

(11) In paragraph 24 (conditions for employment and engagement: dental practitioners performing dental services), for sub-paragraph (1) substitute—

- “(1) A contractor must not employ or engage a dental practitioner to perform dental services under the contract unless the contractor has checked that the practitioner meets the requirements in paragraph 21.”.

(12) For paragraph 30 (appraisal and assessment), substitute—

**“Appraisal and assessment**

30. The contractor shall ensure that any dental practitioner performing services under the agreement—

- (a) participates in the appraisal system (if any) provided by the Board; and
- (b) co-operates with the Board in relation to patient safety.”.

(13) In paragraph 31 (sub-contracting of clinical matters), in sub-paragraph (2), in each place, for “the Primary Care Trust” substitute “the Board”.

(14) In paragraph 32 (patient records), in sub-paragraph (3)(d)—

- (a) for “the Primary Care Trust” substitute “the Board”; and
- (b) in paragraph (i) after “accordance” insert “with”.

(15) In paragraph 34 (patient information), in sub-paragraph (1)(b), for “the Primary Care Trust” substitute “the Board”.

(16) In paragraph 35 and its heading (provision of and access to information: Primary Care Trust)

- (a) in sub-paragraphs (1) and (2)(a), in each place, for “the Primary Care Trust”, substitute “the Board”; and
- (b) in sub-paragraph (2)(b) for “the Primary Care Trust’s” substitute “the Board’s”; and
- (c) in the heading for “the Primary Care Trust” substitute “the Board”.

(17) In paragraph 37 (inquiries about prescriptions and referrals), in sub-paragraphs (1), (2) and (3), in each place, for “the Primary Care Trust”, substitute “the Board”.

(18) In paragraph 38 (notification of a course of treatment, orthodontic course of treatment etc), in sub-paragraph (1), for “send to the Primary Care Trust, on a form supplied by that Trust” substitute “send to the Board, on a form supplied by it”.

(19) In paragraph 39 (annual report and review)—

- (a) in sub-paragraph (1)—
  - (i) for “the Primary Care Trust” substitute “the Board”, and
  - (ii) for “with that Trust” substitute “with the Board”; and
- (b) in sub-paragraphs (2), and (3), in each place, for “the Primary Care Trust, substitute “the Board”.

(20) In paragraph 40 and its heading (notification to the Primary Care Trust)—

- (a) in sub-paragraphs (1) to (3), in each place, for “the Primary Care Trust”, substitute “the Board”;
- (b) in sub-paragraph (1)(b) for “the Primary Care Trust’s”, substitute “the Board’s”; and
- (c) in the heading, for “the Primary Care Trust” substitute “the Board”.

(21) In paragraph 41 (notice provisions specific to a contract with a dental corporation), for “the Primary Care Trust” substitute “the Board”.

(22) In paragraph 42 (notice provisions specific to a contract with two or more individuals practising in partnership), in sub-paragraph (1), for “the Primary Care Trust” substitute “the Board”.

(23) After paragraph (42), insert—

**“Notice provisions specific to a contract with a limited liability partnership**

**42B.**—(1) Where a limited liability partnership is a party to a contract it shall give notice to the Board forthwith when—

- (a) it passes a resolution or a court of competent jurisdiction makes an order that the contractor be wound up;
- (b) circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the contractor;
- (c) circumstances arise which would enable the court to make a winding up order in respect of the contractor;
- (d) the contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (definition of inability to pay debts); and
- (e) any membership changes are notified in accordance with section 9 of the Limited Liability Partnership Act 2000(1) (registration of membership changes) to the registrar (within the meaning of that Act) in relation to a person who becomes or ceases to be a member or designated member (within the meaning of that Act) and the notice must specify the date on which that person becomes or ceases to be a member or designated member (as the case may be).

(2) A notice under sub-paragraph (e) must confirm—

- (a) that any new member joining the partnership meets the conditions imposed by regulation 4 (general prescribed conditions relating to all contracts); and
- (b) following the membership changes, the partnership continues to satisfy the conditions in section 102(2A) of the 2006 Act.”.

(24) In paragraph 44 and in the heading (entry and inspection by the Primary Care Trust)—

- (a) in sub-paragraphs (1) and (3)(a), for “the Primary Care Trust” substitute “the Board”; and
- (b) in the heading, for “the Primary Care Trust” substitute “the Board”.

(25) For the paragraph 46A (entry and viewing by local involvement network representatives) inserted by the [Local Involvement Networks \(Miscellaneous Amendments\) Regulations 2008 \(S.I. 2008/1514\)](#)(2) substitute—

**“Entry and viewing by Local Healthwatch organisations**

**46A.** The contractor must comply with the requirement to allow an authorised representative to enter and view premises and observe the carrying-on of activities on those

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(1) [2000 c.12](#).

(2) Another paragraph 46A is inserted into Schedule 3 to the GDS Contracts Regulations by [S.I. 2009/309](#), but has since been renumbered 46B by a correction slip.

premises in accordance with regulations made under section 225 (duties of services- providers to allow entry by Local Healthwatch organisations or contractors) of the Local Government and Public Involvement Health Act 2007(3).”

(26) Omit paragraphs 47 (complaints procedure), 48 (making of complaints), 49 (period for making complaints) and 50 (further requirements for complaints procedures).

(27) In paragraph 51 (co-operation with investigations)—

(a) in sub-paragraphs (1)(a)(i) and (3)(a) and (b), for “the Primary Care Trust” substitute “the Board”; and

(b) in sub-paragraph (2), in the definition of “NHS Body”—

(i) for “a Primary Care Trust” substitute “the Board”; and

(ii) omit “a Strategic Health Authority.”

(28) In paragraph 52 (provision of information)—

(a) in each place, for “the Primary Care Trust” substitute “the Board”; and

(b) for “this Part” substitute “the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009”.

(29) In paragraph 53 (local resolution of contract disputes), for “the Primary Care Trust” substitute “the Board”.

(30) In paragraph 54 (dispute resolution: non-NHS contracts), in sub-paragraph (1)(a) and (b), for “the Primary Care Trust” substitute “the Board”.

(31) In paragraph 58 (mid-year reviews), in sub-paragraphs (3) to (7), in each place, for “the Primary Care Trust”, substitute “the Board”.

(32) In paragraph 59 and its heading (action the Primary Care Trust can take following a mid-year review)—

(a) in sub-paragraphs (1), (2), (4) and (5), in each place, for “the Primary Care Trust”, substitute “the Board”; and

(b) in the heading, for “the Primary Care Trust” substitute “the Board”.

(33) In paragraph 60 (variation of a contract: general), in each place, for “the Primary Care Trust”, substitute “the Board”.

(34) In paragraph 61 (variation of a contract: activity under the contract), in sub-paragraphs (1) and (2), for “the Primary Care Trust” substitute “the Board”.

(35) In paragraph 62 (variation provisions specific to a contract with an individual dental practitioner), in sub-paragraphs (1), (4), (5) and (6), in each place, for “the Primary Care Trust” substitute “the Board”.

(36) In paragraph 63 (variation provisions specific to a contract with two or more individuals practising in partnership)—

(a) in sub-paragraphs (2), (4)(b), (6) and (7), in each place, for “the Primary Care Trust”, substitute “the Board”; and

(b) in sub-paragraph (5)—

(i) for “the Primary Care Trust” substitute “the Board”, and

(ii) for “the Trust” substitute “the Board”.

(37) In paragraph 64 (termination by agreement), for “The Primary Care Trust” substitute “The Board”.

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(3) 2007 c.28. Section 225 is amended by section 186(6) to (11) of, and paragraphs 148 and 151 of Schedule 5 and paragraphs 103 and 106 of Schedule 14 to, the 2012 Act.

(38) In paragraph 65 (termination on the death of an individual dental practitioner), in sub-paragraphs (1) to (3), in each place, for “the Primary Care Trust” substitute “the Board”.

(39) In paragraph 66 (termination by the contractor), in sub-paragraph (1), for “the Primary Care Trust” substitute “the Board”.

(40) In paragraph 67 (late payment notices)—

(a) in sub-paragraph (1)—

(i) for “the Primary Care Trust” substitute “the Board”; and

(ii) for “the Trust”, in each place, substitute “the Board”; and

(b) in sub-paragraphs (2) and (3), in each place, for “the Primary Care Trust” substitute “the Board”.

(41) In paragraph 68 and its heading (termination by the Primary Care Trust: general), in each place, for “the Primary Care Trust”, substitute “the Board”.

(42) In paragraph 69 and its heading (termination by the Primary Care Trust: no longer eligible to enter into and breach of conditions of the contract)—

(a) in sub-paragraphs (1) to (5), in each place, for “the Primary Care Trust” substitute “the Board”;

(b) after sub-paragraph (5) insert—

“(5A) Where the contract was entered into pursuant to section 102(1)(d) of the 2006 Act, and the contractor ceases to—

(a) be a limited liability partnership; or

(b) satisfy the conditions in section 102(2A) of that Act;

the Board shall serve notice in writing on the contractor terminating the contract forthwith.”;

and

(c) in the heading, for “the Primary Care Trust” substitute “the Board”.

(43) In paragraph 70 and the heading (termination by the Primary Care Trust for the provision of untrue etc. information), for “the Primary Care Trust”, in each place, substitute “the Board”.

(44) In paragraph 71 and its heading (termination by the Primary Care Trust on grounds of suitability, etc)—

(a) in sub-paragraphs (1), (2)(c) and (m) and (3) to (5), in each place, for “the Primary Care Trust”, substitute “the Board”;

(b) in sub-paragraphs (3) to (5), for “a Primary Care Trust” substitute “the Board”;

(c) in sub-paragraph (1)(b), omit “and”;

(d) in sub-paragraph (1)(c)(ii), for “the secretary of the corporation,” substitute “the secretary of the corporation; and”

(e) after sub-paragraph (1)(c), insert—

“(d) in the case of a contract with a limited liability partnership—

(i) the limited liability partnership; or

(ii) any member of the limited liability partnership,”

(f) in sub-paragraph (2)(k)(ii) after “(powers of the Court of Session to deal with management of charities)” insert “or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session)”;

- (g) in sub-paragraph (2)(m) for “or with a dental corporation,” substitute “, with a dental corporation or a limited liability partnership”;
- (h) in sub-paragraph (3)—
- (i) in sub-paragraph (3)(b), omit “or”;
  - (ii) in sub-paragraph (3)(c), after “the corporation” insert “; or”; and
  - (iii) after sub-paragraph (3)(c), insert—
    - “(d) in the case of a contract with a limited liability partnership, a member of that limited liability partnership.”;
- (i) in sub-paragraph (5)—
- (i) in sub-paragraph (5)(b), after “partnership” omit “or”;
  - (ii) in sub-paragraph (5)(c), after “corporation” insert “; or”; and
  - (iii) after sub-paragraph (5)(c), insert—
    - “(d) in the case of a contract with a limited liability partnership, a member of that limited liability partnership.”; and
- (j) in the heading, for “the Primary Care Trust” substitute “the Board”.
- (45) In paragraph 72 and its heading (termination by the Primary Care Trust: patient safety and material financial loss), for “the Primary Care Trust”, in each place, substitute “the Board”.
- (46) In paragraph 73 and its heading (termination by the Primary Care Trust: remedial notices and breach notices)—
- (a) in sub-paragraphs (1), (2)(b) and (3) to (8), in each place, for “the Primary Care Trust”, substitute “the Board”;
  - (b) in sub-paragraph (4) for “a Primary Care Trust”, substitute “the Board”; and
  - (c) in the heading, for “the Primary Care Trust” substitute “the Board”.
- (47) In paragraph 74 and its heading (termination by the Primary Care Trust: additional provisions specific to contracts with two or more individuals practising in partnership and dental corporations) —
- (a) in sub-paragraphs (1) to (3), in each place, for “the Primary Care Trust” substitute “the Board”;
  - (b) in sub-paragraph (4)—
    - (i) for “the Primary Care Trust’s” substitute “the Board’s”; and
    - (ii) after sub-paragraph (4) add—
      - “(5) Where the contractor is a limited liability partnership, the Board 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 members have left the practice during the existence of the contract if, in its reasonable opinion, the Board considers that the change in membership of the limited liability partnership is likely to have a serious adverse impact on the ability of the contractor or the Board to perform its obligations under the contract.
- (6) A notice given to the contractor pursuant to sub-paragraph (5) shall specify—
- (a) the date upon which the contract is to be terminated; and
  - (b) the Board’s reasons for considering that the change in the membership of the limited liability partnership is likely to have a serious adverse impact on the ability of the contractor or the Board to perform its obligations under the contract.”; and

(c) for the heading substitute “Termination by the Board: additional provisions specific to contracts with two or more individuals practising in partnership, dental corporations, or limited liability partnerships.”

(48) In paragraph 75 (contract sanctions)—

(a) in sub-paragraphs (2) to (6), in each place, for “the Primary Care Trust” substitute “the Board”;

(b) in sub-paragraph (2), for “the Primary Care Trust’s” substitute “the Board’s”.

(49) In paragraph 76 (contract sanctions and the NHS dispute resolution procedure), in sub-paragraphs (1) to (4), in each place, for “the Primary Care Trust” substitute “the Board”.

(50) In paragraph 77 (termination and the NHS dispute resolution procedure), in sub-paragraphs (1) to (4) and (5), in each place, for “the Primary Care Trust”, substitute “the Board”.

(51) In paragraph 79 (clinical governance arrangements), in sub-paragraph (1), for “the Primary Care Trust” substitute “the Board”.

(52) After paragraph 79 (clinical governance arrangements) insert—

**“Duty as to education and training**

**79A.** The contractor must co-operate with the Secretary of State in the discharge of the Secretary of State’s duty under section 1F of the 2006 Act (duty as to education and training), or, co-operate with Health Education England where Health Education England is discharging that duty by virtue of a direction under section 7 of that Act.”

(53) In paragraph 83 (gifts)—

(a) after sub-paragraph (2)(b), insert—

“(ba) where the contract is with a limited liability partnership, a member of that limited liability partnership;” and

(b) in sub-paragraph (6), for “the Primary Care Trust” substitute “the Board”.

(54) In paragraph 84 (compliance with legislation and guidance), for sub-paragraph (b) substitute—

“(b) have regard to all relevant guidance issued by the Board and the Secretary of State”.

**Amendment of Schedule 4**

**20.** Schedule 4 (patient information leaflet) is amended as follows—

(a) in paragraphs 15 and 21, for “the Primary Care Trust” substitute “the Board”;

(b) after paragraph 2 insert—

**“2A.** In the case of a contract with a limited liability partnership—

(a) whether or not it is a limited liability partnership;

(b) the names of the members of the limited liability partnership; and

(c) the registered premises address of the limited liability partnership.”; and

(c) for paragraph 21, substitute—

“The full name, postal, email and website address, and telephone number of the Board.”

**Transitional provision**

**21.** The transitional provisions set out in Schedule 1 have effect.

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**Status:** *This is the original version (as it was originally made).*

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