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## STATUTORY INSTRUMENTS

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# 2015 No. 1862

## The National Health Service (General Medical Services Contracts) Regulations 2015

### PART 14

#### Miscellaneous

##### Clinical governance

**87.**—(1) The contractor must have in place an effective system of clinical governance which includes appropriate standard operating procedures in relation to the management and use of controlled drugs.

(2) The contractor must nominate a person who is to have responsibility for ensuring the effective operation of the system of clinical governance.

(3) The person nominated under paragraph (2) must be a person who performs or manages the performance of services under the contract.

(4) In this regulation—

- (a) “controlled drugs” has the meaning given in section 2 of the Misuse of Drugs Act 1971 <sup>M1</sup> (which relates to controlled drugs and their classification for the purposes of that Act); and
- (b) “system of clinical governance” means a framework through which the contractor endeavours continuously to improve the quality of its services and to safeguard high standards of care by creating an environment in which clinical excellence can flourish.

##### Marginal Citations

**M1** 1971 c.38. Section 2 was amended by section 151 of, and paragraphs 1 and 2 of Schedule 17 to, the [Police Reform and Social Responsibility Act 2011 \(c.13\)](#).

##### Friends and Family Test

**88.**—(1) A contractor must give all patients who use the contractor's practice the opportunity to provide feedback about the service received from the practice through the Friends and Family Test <sup>M2</sup>.

(2) The contractor must—

- (a) report the results of completed Friends and Family Tests to the Board; and
- (b) publish the results of such completed Tests <sup>M3</sup>.

(3) In this regulation, “Friends and Family Test” means the arrangements that a contractor is required by the Board to implement to enable its patients to provide anonymous feedback about the patient experience at the contractor's practice.

**Status:** Point in time view as at 22/07/2016.

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#### Marginal Citations

- M2** See the guidance for GP practices on the Friends and Family Test, published in July 2014, which is available in full and summary form at: <http://www.england.nhs.uk/ourwork/pe/fft/fft-guidance/>. Hard copies of this guidance are available from Primary Care Commissioning, NHS Employers, 50 Broadway, London SW1H 0DB.
- M3** See pages 7 and 8 of the full Guidance for GP Practices on the Friends and Family Test, published in July 2014, in respect of the requirement on GP practices to submit monthly reports to the Board and to publish the results of completed tests. This guidance is available at: <http://www.england.nhs.uk/ourwork/pe/fft/fft-guidance/>. Hard copies of this guidance are available from Primary Care Commissioning, NHS Employers, 50 Broadway, London SW1H 0DB.

### Co-operation with the Board

**89.** The contractor must co-operate with the Board in the discharge of any of the Board's obligations, or the obligations of the Board's accountable officers, under the Controlled Drugs (Supervision and Management of Use) Regulations 2013 <sup>M4</sup>.

#### Marginal Citations

- M4** [S.I. 2013/373](#).

### Co-operation with the Secretary of State and Health Education England

- 90.** 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 Act <sup>M5</sup> (duty as to education and training); or
  - Health Education England <sup>M6</sup> where Health Education England is discharging the Secretary of State's duty under section 1F of the Act by virtue of its functions under section 97(1) of the Care Act 2014 <sup>M7</sup> (planning education and training for health care workers etc.).

#### Marginal Citations

- M5** [Section 1F](#) was inserted by section 7 of the [Health and Social Care Act 2012 \(c.7\)](#) .
- M6** Health Education England is a body corporate established under section 96 of the [Care Act 2014 \(c.23\)](#).
- M7** See section 97 of the [Care Act 2014 \(c.23\)](#) for the duty on Health Education England to exercise the Secretary of State's functions under section 1F of the Act.

### Insurance

**91.—(1)** The contractor must at all times have in force in relation to it an indemnity arrangement which provides appropriate cover.

(2) The contractor may not sub-contract its obligations to provide clinical services under the contract unless it is satisfied that the sub-contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

(3) In this regulation—

- (a) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;
- (b) “indemnity arrangement” means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor; and
- (c) a contractor is to be regarded as holding insurance if that insurance is held by a person employed or engaged by the contractor in connection with clinical services which that person provides under the contract or, as the case may be, sub-contract.

### **Public liability insurance**

**92.** The contractor must 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 indemnity arrangement referred to in regulation 91.

### **Gifts**

- 93.**—(1) The contractor must keep a register of gifts which—
- (a) are given to any of the persons specified in paragraph (2) by or on behalf of—
    - (i) a patient,
    - (ii) a relative of a patient, or
    - (iii) any person who provided or would like to provide services to the contractor or its patients in connection with the contract; and
  - (b) have, in the contractor's reasonable opinion, an individual value of more than £100.00.
- (2) The persons specified in this paragraph are—
- (a) the contractor;
  - (b) where the contract is with two or more persons practising in partnership, any partner in the partnership;
  - (c) where the contract is with a company limited by shares—
    - (i) any person both legally and beneficially owning a share in the company, or
    - (ii) a director or secretary of the company;
  - (d) any person employed by the contractor for the purposes of the contract;
  - (e) any general medical 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 medical practitioner) or of a person specified in sub-paragraphs (b) to (e); or
  - (g) any person whose relationship with the contractor (where the contractor is an individual medical practitioner), or with a person specified in sub-paragraphs (b) to (e), has the characteristics of the relationship between spouses.
- (3) 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) the contractor is not aware that the donor would like to provide services to the contractor or its patients.
- (4) The contractor must take reasonable steps to ensure that it is informed of any gifts which fall within paragraph (1) and which are given to the persons specified in paragraph (2)(b) to (g).

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- (5) The register referred to in sub-paragraph (1) must 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, the patient's 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 must make the register available to the Board on request.

**Compliance with legislation and guidance**

- 94. The contractor must—
  - (a) comply with all relevant legislation; and
  - (b) have regard to all relevant guidance issued by the Board, the Secretary of State or local authorities in respect of the exercise of their functions under the Act.

**Third party rights**

- 95. The contract does not create any right enforceable by any person who is not a party to it.

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