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STATUTORY INSTRUMENTS

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**2015 No. 1879**

The National Health Service (Personal Medical Services Agreements) Regulations 2015

PART 4

Health Service Body Status

**Health service body status**

**9.**—(1) A contractor is to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) from the date on which it enters into an agreement unless, in the case of—

- (a) an agreement with a contractor who is an individual or which is a qualifying body, that individual or qualifying body; or
- (b) any other agreement, any of the proposed parties to the agreement (other than the Board),

objects by giving notice in writing to the Board at any time prior to the agreement being made.

(2) If, by virtue of paragraph (1), a contractor is to be regarded as a health service body, any change in the parties comprising the contractor does not affect the status of the contractor as a health service body.

(3) If, by virtue of paragraph (1) or regulation 10, a contractor is to be regarded as a health service body, the nature of, or any rights or liabilities under, any other agreement or contract previously entered into by the contractor with a health service body remain unaffected.

**Health service body status: variation of agreements**

**10.**—(1) A contractor may at any time request in writing a variation of the agreement to include in, or remove from, the agreement provision to the effect that the agreement is an NHS contract and, if it does so—

- (a) the Board must agree to the variation; and
- (b) the procedure specified in regulation 24 and Part 8 of Schedule 2 for the variation of agreements applies.

(2) If, by virtue of a request under paragraph (1), the agreement is varied so as to remove provision from it to the effect that it is an NHS contract, the contractor is, subject to regulation 11, to cease to be regarded as a health service body for the purposes of section 9 of the Act from the date on which that variation takes effect.

(3) If, by virtue of a request under paragraph (1), the agreement is varied so as to include provision in it to the effect that it is an NHS contract, the contractor is to be regarded as a health service body for the purposes of section 9 of the Act from the date on which that variation takes effect.

(4) Where the Board agrees to the variation of the agreement, the contractor is to be regarded, or, subject to regulation 11, is to cease to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) from the date on which the variation takes effect by virtue of paragraph 52(1) of Schedule 2.

### **Cessation of health service body status**

**11.**—(1) A contractor ceases to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) if the agreement terminates.

(2) Where, by virtue of paragraph (1), a contractor ceases to be regarded as a health service body in relation to an agreement (“the relevant agreement”), the contractor is to—

- (a) continue to be regarded as a health service body for the purposes of any other NHS contract to which it became a party between the date on which it entered the relevant agreement and the date on which it ceased to be regarded as a health service body for the purposes of that agreement; but
- (b) cease to be regarded as a health service body for these purposes upon the termination of any such other NHS contracts.

(3) Where—

- (a) a contractor ceases to be regarded as a health service body in relation to an agreement by reason of a variation of the agreement by virtue of regulation 10(1); and
- (b) the contractor or the Board—
  - (i) has referred any matter to the NHS dispute resolution procedure before the contractor ceases to be regarded as a health service body, or
  - (ii) refers any matter to the NHS dispute resolution procedure, in accordance with regulation 76, after the contractor ceases to be regarded as a health service body,

the contractor is to continue to be regarded as a health service body (and accordingly the agreement is to continue to be regarded as an NHS contract) for the purposes of the consideration and determination of the dispute.

(4) Where a contractor ceases to be regarded as a health service body by virtue of regulation 10(1) but the contractor continues to be regarded as a health service body for the purposes of the NHS dispute resolution procedure where that procedure was commenced—

- (a) before the termination of the agreement; or
- (b) after the termination of the agreement (whether in connection with or arising out of the termination of the agreement or otherwise),

the contractor ceases to be regarded as such a body on the conclusion of that procedure.