

SCHEDULE 2

Regulation 19

ADDITIONAL SERVICES

Contents of the contract and interpretation

1. A contract shall contain all the terms required under Schedule 1, except—
 - (a) that any reference to “mandatory services” in Schedule 1 shall be replaced by “additional services”, and
 - (b) in so far as any such term is added to, removed or varied by the provisions of this Schedule, in which case the contract shall contain the term as so added, removed or varied,

and in this Schedule any reference to a contract is to a contract for the provision of additional services and any reference to a contractor is to a person who has contracted to provide such services.

Recording of details

2. In addition to complying with the requirements of paragraph 1 of Schedule 1, the contractor shall record on the sight test form the reason given by the patient, or on his behalf, for—
 - (a) not being able to leave home unaccompanied; or
 - (b) if the reason the patient is entitled to the provision of mobile services is other than that in (a), that reason.

Provision of information

3. The contractor shall—
 - (a) compile a document (in this paragraph and in Schedule 4 called “patient information leaflet”) which shall include the information specified in Schedule 4;
 - (b) review its patient information leaflet at least once in every period of 12 months and make any amendments necessary to maintain its accuracy; and
 - (c) make available a copy of the leaflet, and any subsequent updates, to its patients and prospective patients.

Inspection of premises where additional services are being provided

4. In the application of paragraphs 19 and 21 of Schedule 1 to a contract, any reference to “practise premises” shall be varied to apply to the place where the additional services are being provided.

Facilities and equipment

- 5.—(1) A contractor shall provide such facilities and equipment as are necessary to enable it to properly perform mobile services, and in addition to the right to inspect under paragraph 4, a contractor shall allow an authorised officer of the PCT to inspect the facilities and equipment that it uses either—
 - (a) during an inspection under paragraph 4; or
 - (b) subject to the conditions in sub-paragraph (2), at any reasonable time.
- (2) The conditions referred to in sub-paragraph (1)(b) are that—
 - (a) reasonable notice of the intended inspection has been given;
 - (b) written evidence of the authority of the person seeking entry is produced to the contractor on request; and

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- (c) entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

Notice of provision of additional services

6.—(1) A contractor may provide additional services only in accordance with sub-paragraph (2), after giving notice in accordance with sub-paragraph (3).

- (2) The contractor may only provide additional services if—
 - (a) an eligible person has requested the contractor to provide those services to him, or, where the eligible person is incapable of making such a request, a relative of his, a primary carer of that eligible person or a duly authorised person has made such a request; and
 - (b) subject to sub-paragraphs (5), (6) and (7), it has notified the PCT in accordance with sub-paragraphs (3) and, if applicable, (4) and the PCT has not informed the contractor that it is not content with the changes notified under sub-paragraph (4).
- (3) The contractor shall notify the PCT of its intention to provide additional services—
 - (a) where they are to be provided to 3 or more eligible persons at a day centre or residential centre, at least 3 weeks and not more than 8 weeks in advance of that provision; or
 - (b) in any other case, not more than 8 weeks, but not less than 48 hours (except that no part of a Saturday, Sunday or bank holiday shall count towards that period of 48 hours) before that provision,

identifying the persons to whom the services are to be provided and specifying the date and approximate time when it will provide them.

(4) If the contractor wishes to change any of the matters of which it has notified the PCT under sub-paragraph (3), it must so notify the PCT at least 48 hours (except that no part of a Saturday, Sunday or bank holiday shall count towards that period) before—

- (a) if it wishes to provide additional services to further or different persons, that provision;
- (b) if it wishes to change the date or time of the provision of those services, both—
 - (i) the previously notified date of that provision, and
 - (ii) if the notification is to change the date, the date so notified.

(5) If the contractor is unable to attend the place at which it has notified the PCT that it would be attending, it may instead, on that day and at that approximate time, provide additional services at another location, provided that the PCT notifies the contractor that the PCT agrees to that.

(6) In a case to which paragraph (5) applies the contractor may attend and provide additional services at the originally notified place at such time as the PCT shall agree.

(7) In a case where circumstances have arisen whereby it was not possible to notify in accordance with sub-paragraph (4)(a), the contractor may provide additional services to up to 3 other eligible persons at the previously notified time and place.

Improper inducements and advice

- 7. The contractor shall not—
 - (a) offer any inducement (except any discount or special offer available to patients) to use the additional services provided by the contractor and in particular no such inducement shall be offered by it, directly or indirectly, to the proprietor, manager or staff of a residential home or day centre to secure that the contractor is asked or permitted to provide additional services at that home or centre; or

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- (b) seek to mislead any person about the availability, quality and extent of additional services under the contract.