SCHEDULE 6

OTHER CONTRACTUAL TERMS

PART 9

MISCELLANEOUS

Clinical governance

119.—(1) The contractor shall have an effective system of clinical governance.

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

(3) The person nominated under sub-paragraph (2) shall be a person who performs or manages services under the contract.

(4) In this paragraph "system of clinical governance" means a framework through which the contractor endeavours continuously to improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish.

Insurance

120.—(1) The contractor shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the contract.

(2) The contractor shall not sub-contract its obligations to provide clinical services under the contract unless it has satisfied itself that the sub-contractor holds adequate insurance against liability arising from negligent performance of such services.

(3) In this paragraph —

(a) "insurance" means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor; and

(b) a contractor shall be regarded as holding insurance if it is held by an employee of its in connection with clinical services which that employee provides under the contract or, as the case may be, sub-contract.

121. The contractor shall 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 insurance referred to in paragraph 120(1).

Gifts

122.—(1) The contractor shall keep a register of gifts which —

(a) are given to any of the persons specified in sub-paragraph (2) by or on behalf of —

(i) a patient,

(ii) a relative of a patient, or

(iii) any person who provides or wishes to provide services to the contractor or its patients in connection with the contract; and

(b) have, in its reasonable opinion, an individual value of more than £100.00.

(2) The persons referred to in sub-paragraph (1) are —

(a) the contractor;

(b) where the contract is with two or more individuals practising in partnership, any partner;

(c) where the contract is with a company —

(i) any person legally and beneficially holding 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 of a contractor (where the contractor is an individual medical practitioner) or of a person specified in paragraphs (b) to (e); or

(g) any person (whether or not of the opposite sex) whose relationship with a contractor (where the contractor is an individual medical practitioner) or with a person specified in paragraphs (b) to (e) has the characteristics of the relationship between husband and wife.

(3) Sub-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 wishes to provide services to the contractor.

(4) The contractor shall take reasonable steps to ensure that it is informed of gifts which fall within sub-paragraph (1) and which are given to the persons specified in sub-paragraph (2)(b) to (g).

(5) The register referred to in sub-paragraph (1) shall 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, his 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 shall make the register available to the Local Health Board on request.

Compliance with legislation and guidance

123. The contractor shall —

(a) comply with all relevant legislation and

(b) have regard to all relevant guidance issued by the Local Health Board or the Assembly.

Third party rights

124. The contract shall not create any right enforceable by any person not a party to it.