

## SCHEDULE 2

### OPT OUTS OF ADDITIONAL SERVICES

#### **Opt outs of additional services: general**

1.—(1) In this schedule—

“opt out notice” means a notice given under sub-paragraph (5) to opt out permanently or temporarily of the provision of the additional service;

“permanent opt out” in relation to the provision of an additional service that is funded under the global sum, means the termination of the obligation under the contract for the contractor to provide that service; and “opt out permanently” is to be construed accordingly;

“permanent opt out notice” means an opt out notice to opt out permanently;

“preliminary opt out notice” means a notice given under sub-paragraph (2) that a contractor wishes to opt out permanently or temporarily of the provision of an additional service;

“temporary opt out” in relation to the provision of an additional service that is funded through the global sum, means the suspension of the obligation under the contract for the contractor to provide that service for a period of more than six months and less than twelve months and includes an extension of a temporary opt out and “opt out temporarily” and “opted out temporarily” is to be construed accordingly; and

“temporary opt out notice” means an opt out notice to opt out temporarily.

(2) A contractor who wishes to opt out permanently or temporarily must give to the Health Board in writing a preliminary opt out notice which must state the reasons for wishing to opt out.

(3) As soon as is reasonably practicable and in any event within the period of 7 days beginning on the date on which the preliminary opt out notice was received by the Health Board, the Health Board must enter into discussions with the contractor concerning the support which the Health Board may give the contractor, or concerning other changes which the Health Board or the contractor may make, which would enable the contractor to continue to provide the additional service and the Health Board and the contractor must use reasonable endeavours to achieve this aim.

(4) The discussions mentioned in sub-paragraph (3) must be completed within the period of 10 days beginning with the date on which the preliminary opt out notice was received by the Health Board or as soon as reasonably practicable thereafter.

(5) If following the discussions mentioned in sub-paragraph (3), the contractor still wishes to opt out of the provision of the additional service, it must send an opt out notice to the Health Board.

(6) An opt out notice must specify—

(a) the additional service concerned;

(b) whether the contractor wishes to—

(i) opt out permanently; or

(ii) opt out temporarily;

(c) the reasons for wishing to opt out;

(d) the date from which the contractor would like the opt out to commence, which must—

(i) in the case of a temporary opt out be at least 14 days after the date of service of the opt out notice; and

(ii) in the case of a permanent opt out must be the day either three or six months after the date of service of the opt out notice; and

(e) in the case of a temporary opt out, the desired duration of the opt out.

**Changes to legislation:** *There are currently no known outstanding effects for the The National Health Service (General Medical Services Contracts) (Scotland) Regulations 2018, Paragraph 1. (See end of Document for details)*

(7) Where a contractor has given two previous temporary opt out notices within the period of 3 years ending with the date of the service of the latest opt out notice (whether or not the same additional service is concerned), the latest opt out notice will be treated as a permanent opt out notice (even if the opt out notice says that the contractor wishes to opt out temporarily).

(8) Paragraph 2 applies following the giving of a temporary opt out notice and paragraph 3 applies following the giving of a permanent opt out notice, or a temporary opt out notice which is treated as a permanent opt out notice pursuant to sub-paragraph (7).

**Changes to legislation:**

There are currently no known outstanding effects for the The National Health Service (General Medical Services Contracts) (Scotland) Regulations 2018, Paragraph 1.