
STATUTORY INSTRUMENTS

2004 No. (w.)

NATIONAL HEALTH SERVICE, WALES

**The General Medical Services Transitional Provisions Order
(Wales) 2004**

Made - - - - 2004

Coming into force - - March 2004

The National Assembly for Wales, in exercise of the powers conferred upon it by sections 176, 195 and 200 of the Health and Social Care (Community Health and Standards) Act 2003(a) hereby makes the following Order:

PART 1

GENERAL

Citation, commencement, application and interpretation

1.—(1) This Order may be cited as the General Medical Services Transitional Provisions Order (Wales) 2004 and shall come into force on [] 2004.

(2) This Order applies only in relation to Wales.

(3) In this Order—

“the 1983 Act” means the Medical Act 1983(b);

“the 1990 Act” means the National Health Service and Community Care Act 1990(c)

“the 1992 Regulations” means the National Health Service (General Medical Services) Regulations 1992(d);

“the 2004 Regulations” means the National Health Service (General Medical Services Contracts) (Wales) Regulations 2004(e);

“the Act” means the Health and Social Care (Community Health and Standards) Act 2003;

“additional services” has the same meaning as in the 2004 Regulations;

the Assembly” means the National Assembly for Wales;

(a) 2003 c.43.

(b) 1983 c. 54. Amendments?

(c) 1990 c.19.

(d) S.I. 1992/635 plus amendments

(e) S.I. 2004/??

“bank holiday” means any day that is specified or proclaimed as a bank holiday pursuant to section 1 of the Banking and Financial Dealings Act 1971(a);

“the Choice Regulations” means the National Health Service (Choice of Medical Practitioner) Regulations 1998(b);

“contractor’s list of patients” means the list prepared and maintained by the Local Health Board under the term of the general medical services contract which gives effect to paragraph 14 of Schedule 6 to the 2004 Regulations or under the equivalent term of a default contract or of contractual arrangements made under article 11;

“core hours” means the period beginning at 8am and ending at 6.30 pm on any day from Monday to Friday except Good Friday, Christmas Day or Bank holidays;

“default contract” means a contract under article 10 and “default contractor” shall be construed accordingly ;

“essential services” means the services described in regulation 15(3), (5), (6) and (8) of the 2004 Regulations;

[“FHSAA” means the Family Health Service Appeal Authority constituted under section 49S of the Act(c);]

“immediate family member” has the same meaning as in the 2004 Regulations;

“medical list” means the list of medical practitioners undertaking to provide general medical services for persons in its area kept by a Local Health Board under regulations made under section 29(2)(a) of the 1977 Act;

“medical performers list” means a list of medical practitioners prepared in accordance with regulations made under section 28X of the 1977 Act(d);

“Medical Register” means the registers kept under section 2 of the Medical Act 1983;

“out of hours period” means—

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day,
- (b) the period between 6.30pm on Friday and 8am on the following Monday, and
- (c) Good Friday, Christmas Day and bank holidays;

“out of hours services” means services required to be provided in all or part of the out of hours period which—

- (a) would be essential services if provided in core hours, and
- (b) are included—
 - (i) in a default contract as additional services funded under article 28, or
 - (ii) in a general medical services contract as additional services funded under the global sum;

“practice premises” means the addresses specified in the contract as ones at which services are to be provided under the contract;

“registered patient” means—

(a) 1971 c.80.

(b) S.I. 1998/668 as amended by S.I. 1999/3179 and 2000/1708 (W. 115).

(c) Section 49S was inserted into the 1977 Act by section 27(1) of the Health and Social Care Act 2001 (c.15).

(d) Section 28X was inserted into the 1977 Act by section 179(1) of the Health and Social Care (Community Health and Standards) Act 2004.

(a) a person who is recorded by the Local Health Board as being on the contractor's list of patients, or

(b) a person whom the contractor has accepted for inclusion on its list of patients, whether or not notification of that acceptance has been received by the Local Health Board and who has not been notified by the Local Health Board as having ceased to be on that list;

“temporary resident” means a person accepted by the contractor as a temporary resident under paragraph 16 of Schedule 6 to the 2004 Regulations and for whom the contractor's responsibility has not been terminated in accordance with that paragraph;

“vacancy” means a vacancy declared by a Local Health Board under regulation 13 of the 1992 Regulations^(a).

PART 2

ENTITLEMENT TO CONTRACTS (section 176(2) and (3))

Entitlement to a general medical services contract

2. For the purposes of section 176(2) of the Act, the circumstances in which a Local Health Board must enter into a general medical services contract with a person who, on 31st March 2004, is providing services under section 29 of the 1977 Act (general medical services) and who wishes to enter into such a contract, are those specified in articles 3 to 8.

Entitlement to a general medical services contract as an individual medical practitioner

3.—(1) Subject to paragraphs (3) and (6) and article 6, a Local Health Board must, if that person so wishes, enter into a general medical services contract with a person as an individual medical practitioner if—

- (a) on 31st March 2004, or on the date on which the contract is signed, if earlier, that person is included in the medical list of that Primary Care Trust by virtue of regulation 4(1)(a) of the 1992 Regulations and has a list of patients under regulation 19 of those Regulations;
- (b) on the date on which the contract is signed, that person is practising as an individual medical practitioner and no other medical practitioner has been approved by the Local Health Board to be in partnership with him under regulation 18A or 18B of the 1992 Regulations; and
- (c) in the case of a contract which is signed after 31st March 2004, that person is, at the date on which the contract is signed, included in a medical performers list.

(2) A person shall be regarded as practising for the purposes of paragraph (1)(b) if that person would have been so practising on the date in question except for the fact that on that date—

- (a) that person is suspended from the Medical Register in the circumstances specified in paragraph (4) or from the Local Health Board's medical list or a medical performers list; or
- (b) that person is the subject of temporary arrangements under regulation 25(6) of the 1992 Regulations or contractual arrangements under article 11 which replace such temporary arrangements.

(3) Where a person who is entitled to a general medical services contract under paragraph (1) is, before that person has entered into such a contract, suspended from the Medical Register in the circumstances specified in paragraph (4) or from the Local Health Board's medical list or a medical performers list, a Local Health Board shall only be required to enter into a general

(a) Regulation 13 was amended by S.I. 2002/916 (W.194)

medical services contract with that person during the period of that suspension if it is satisfied that—

- (a) in the case of a suspension on grounds relating to the practitioner's physical or mental health, the practitioner is fit to provide services under the contract;
- (b) having regard to the grounds of suspension, the letting of the contract would not—
 - (i) put at risk the safety of the contractor's patients; or
 - (ii) be prejudicial to the efficiency of the provision of primary medical services in the area of the Local Health Board; and
- (c) the practitioner has in place adequate arrangements for the provision of services under the contract during the period of the practitioner's suspension.

(4) The circumstances referred to in paragraphs (2)(a) and (3) are suspension—

- (a) by the Committee on Professional Performance of the General Medical Council under section 36A (professional performance) or 38(1) (power to order immediate suspension after a finding of professional misconduct or unfitness to practise) of the 1983 Act or under rules made under paragraph 5A(3) of Schedule 4 (proceedings before professional conduct, health and preliminary proceedings committees) to that Act;
- (b) by the Health Committee of the General Medical Council under section 37 (unfitness to practise through illness etc.) or 38(1) of the 1983 Act, or
- (c) under section 41A (interim orders) of the 1983 Act.

(5) In relation to any suspension which occurs after the coming into force of articles 13 and 14 of the Medical Act 1983 (Amendment) Order 2002(a), sub-paragraphs (a) and (b) of paragraph (4) shall be read as if they referred to suspension by a Fitness to Practise Panel constituted under Part 3 of Schedule 1 to the 1983 Act in a case relating to deficient professional performance or adverse physical or mental health under—

- (a) section 35D (functions of a fitness to practise panel) of the 1983 Act;
- (b) section 38(1) (power to order immediate suspension etc after a finding of impairment of fitness to practise) of that Act; or
- (c) rules made under paragraph 5A(3) of Schedule 4 (proceedings before the investigation committee, interim orders panels, and fitness to practise panels) to that Act.

(6) Where a person who is entitled to a general medical services contract under paragraph (1) is the subject of—

- (a) temporary arrangements under regulation 25(6) of the 1992 Regulations; or
- (b) contractual arrangements under article 11 which replace such temporary arrangements,

a Local Health Board shall not be required to enter into a general medical services contract with that person for so long as those arrangements continue unless it is satisfied that, at the time the contract is signed, that person is fit to provide services under the contract.

(7) Whenever a Local Health Board is considering refusing to enter into a general medical services contract under paragraph (3) or (6), it shall consult the Local Medical Committee (if any) for its area before making its decision and, in a case where it is considering refusal under paragraph (6), it shall have regard to any written report made to it by the Local Medical Committee under regulation 25(9) of the 1992 Regulations.

(8) Where a Local Health Board is refusing to enter into a general medical services contract pursuant to paragraph (3) or (6) it shall notify the prospective contractor in writing of its decision, its reasons for that decision and of the practitioner's right of appeal under article 4.

(a) S.I. 2002/3135.

Appeal against refusal of a contract under article 3 (power = section 195)

4.—(1) A person who has been notified by a Local Health Board of refusal of a general medical services contract under article 3(8) may appeal to the Assembly by giving notice in writing to the Assembly by the end of the period of 28 days beginning on the day that the Local Health Board notified him of the refusal.

(2) A notice of appeal under paragraph (1) shall include—

- (a) the names and addresses of the parties to the dispute;
- (b) a copy of the notification received from the Local Health Board under article 3(8); and
- (c) a statement of the grounds for appeal.

(3) The Assembly shall have wide discretion in determining the procedure of the appeal to ensure the just, expeditious, economical and final determination of the dispute.

(4) The Assembly may, when determining the appeal require the Local Health Board to enter into a general medical services contract with the prospective contractor on terms to be agreed between the parties or, where necessary, determined under the pre-contract dispute resolution procedure in section 4(4) of the 1990 Act (NHS contracts) or under regulation 9 of the 2004 Regulations (whichever is applicable) but may not require the prospective contractor to proceed with the contract.

(5) The Assembly shall record his determination in writing and shall give notice of the determination (including the record of the reasons) to the parties.

(6) The determination of the Assembly shall be binding upon the parties.

Entitlement to a contract as one of two or more individuals practising in partnership

5. Subject to article 6, a Local Health Board must, if that person so wishes, enter into a general medical services contract with a person as one of two or more individuals practising in partnership if—

- (a) on 31st March 2004, or on the date on which the contract is signed, if earlier, that person is—
 - (i) included in the medical list of the Local Health Board by virtue of regulation 4(1)(a) of the 1992 Regulations, or
 - (ii) a medical practitioner who has been approved by the Local Health Board under regulation 18A or 18B of the 1992 Regulations but whose name has not yet been entered on the medical list of that Local Health Board in accordance with regulation 18F(1) of those Regulations;
- (b) except in the case of a person who falls within paragraph (a)(ii), he is, on the date on which the contract is signed, providing general medical services or services under a default contract —
 - (i) in partnership with one or more other persons who meet the requirements in paragraph (a)(i), or
 - (ii) as an individual medical practitioner with whom another medical practitioner has been approved to be in partnership under regulation 18A or 18B of the 1992 Regulations; and
- (c) that person wishes to enter into a contract as an individual practising in partnership with one or more medical practitioners who meet the requirements in paragraph (a)(i) and with whom he was practising in partnership on 31st March 2004 or whose nomination, in relation to the partnership, has been approved by the Local Health Board under regulations 18A or 18B of the 1992 Regulations.

Duration of entitlement to a general medical services contract

6.—(1) Subject to paragraphs (2) and (3), a person who is entitled to a general medical services contract under articles 3 or 5 and who has not entered into such a contract on or before 31st March 2004, shall only continue to be so entitled if —

- (a) he has entered into a default contract with the Local Health Board—
 - (i) which takes effect from 1st April 2004 and remains in force until immediately before the date on which services are to start to be provided under the general medical services contract, and
 - (ii) to which that person has remained a party up to the date of signing of the general medical services contract; and
- (b) that person (or, in the case of a person practising in partnership, a partner or partners of that person) has or have signed the general medical services contract—
 - (i) on or before 30th September 2004, or
 - (ii) in a case where either party has referred the terms of the general medical services contract to the Assmably to consider and determine under section 4(4) of the 1990 Act or regulation 9 of the 2004 Regulations but that dispute has not been determined by 30th September 2004, by the end of the period of 28 days from the date on which the parties were notified of the determination of that dispute,

unless article 9 applies.

(2) Where a person has been refused a general medical services contract pursuant to article 3(3), he shall only continue to be entitled to such a contract until—

- (a) the end of the period of six weeks after the suspension which gave rise to that refusal has ended other than in removal from the Medical Register or the medical performers list; or
- (b) in a case where either party has referred the terms of the general medical services contract to the Assembly to consider and determine under section 4(4) of the 1990 Act or regulation 9 of the 2004 Regulations but that dispute has not been determined by the end of the period of six weeks referred to in sub-paragraph (a), the end of the period of 28 days from the date on which the parties were notified of the determination of that dispute,

unless article 9 applies.

(3) Where a person has been refused a general medical services contract pursuant to article 3(6), and, before 31st March 2005, the Local Health Board is satisfied, after consultation with the Local Medical Committee, that that person is fit to provide services under a general medical services contract, that person shall only continue to be entitled to such a contract until—

- (a) the end of the period of six weeks after the date on which the Local Health Board was so satisfied; or
- (b) in a case where either party has referred the terms of the general medical services contract to the Assembly to consider and determine under section 4(4) of the 1990 Act or regulation 9 of the 2004 Regulations but that dispute has not been determined by the end of the period of six weeks referred to in sub-paragraph (a), the end of the period of 28 days from the date on which the parties were notified of the determination of that dispute,

unless article 9 applies.

(4) Where a person has been refused a general medical services contract pursuant to article 3(6), and paragraph (3) does not apply, that person shall only continue to be entitled to such a contract until 31st March 2005, unless article 9 applies.

(5) Nothing in articles 3 and 5 or this article shall require a local Health Board to enter into a general medical services contract with any person (whether as an individual or as a member of a partnership) on more than one occasion.

Entitlement to a general medical services contract of persons nominated under regulation 18C of the 1992 Regulations

7.—(1) Where, on 31st March 2004, a Local Health Board has nominated a medical practitioner for a vacancy under regulation 18C of the 1992 Regulations but has not yet entered that medical practitioner's name on its medical list in accordance with regulation 18F(1) of those Regulations, that person shall, unless a medical practitioner who was not nominated for that vacancy makes a successful appeal under article 8, be regarded as if that medical practitioner met the requirements in article 3(1) and shall, subject to paragraph (2), be entitled to a general medical services contract as an individual medical practitioner—

- (a) on 31st March 2004;
 - (b) on expiry of the period for bringing an appeal pursuant to article 8; or
 - (c) on final determination of any appeal heard under article 8,
- whichever is the later.

(2) A person who is entitled to a general medical services contract under paragraph (1) shall only continue to be so entitled—

- (a) until 30th June 2004; or
- (b) until the end of the period of six weeks after—
 - (i) expiry of the period referred to in paragraph (1) (b), or
 - (ii) as the case may be, final determination of any appeal heard under article 8,unless article 9 applies.

Appeals under 18G and 18GG of the 1992 regulations

8.—(1) This article applies where, on 31st March 2004, a Local Health Board has nominated an applicant for a vacancy under regulation 18C of the 1992 Regulations.

(2) Where, on 31st March 2004—

- (a) the Local Health Board has not notified the applicants for the vacancy of its decision in accordance with regulation 18C(6);
- (b) an applicant has a right of appeal against the decision of the Local Health Board under regulation 18G or 18GG of the 1992 Regulations and the time for appealing has not yet expired; or
- (c) an applicant has appealed to the FHSAA under regulations 18G or 18GG of the 1992 Regulations but that appeal has not yet been determined,

those obligations and rights shall continue and any appeal shall continue to be dealt with as if regulations 18C to 18GG of the 1992 Regulations had not been revoked.

(3) If an appeal heard pursuant to paragraph (2) is successful, the medical practitioner concerned—

- (a) shall, unless the medical practitioner is already on the medical performers list of another Local Health Board and is not withdrawing from that list, be added to the medical performers list of the Local Health Board ; and
- (b) shall be regarded as if, on 31st March 2004, he had met the requirements in article 3(1) and, subject to paragraph (4), shall be entitled to a general medical services contract with the Local Health Board as an individual medical practitioner.

(4) A person who is entitled to a general medical services contract under paragraph (3) shall only continue to be so entitled to such a contract until—

- (a) the end of the period of six weeks after receiving notice of the success of his appeal; or
- (b) in a case where either party has referred the terms of the general medical services contract to the Assembly to consider and determine under section 4(4) of the 1990 Act or

regulation 9 of the 2004 Regulations but that dispute has not been determined by the end of the period of six weeks referred to in sub-paragraph (a), the end of the period of 28 days from the date on which the parties were notified of the determination of that dispute, unless article 9 applies.

Appeal against failure of a Local Health Board to enter into a general medical services contract

9.—(1) This article applies where a person—

- (a) has offered to enter into a general medical services contract to which that person is entitled under article 3, 5, 7 or 8; and
- (b) has, as a result of a failure to act by the Local Health Board been unable to sign such a contract before that person's entitlement to such a contract expires pursuant to article 6, 7(2) or 8(4).

(2) In a case to which this article applies, the prospective contractor must, if the prospective contractor wishes to enter into a general medical services contract, apply in writing to the Assembly within the period of 7 days of the expiry of the prospective contractor's entitlement.

(3) An application under paragraph (2) shall specify—

- (a) the names and addresses of the parties to the dispute;
- (b) the grounds on which the applicant claims to be entitled to a general medical services contract; and
- (c) the grounds for alleging default by the Local Health Board.

(4) Paragraphs (3) to (6) of article 4 shall apply to an application made under paragraph (2).

Entitlement to a contract under section 176(3) of the Act

10.—(1) For the purposes of section 176(3) of the Act, a Local Health Board must, subject to paragraphs (2) and (3), enter into a contract with effect from 1st April 2004 (in these Regulations referred to as a default contract), on the terms specified in [Katie's default contract](a), with any person who so wishes and who—

- (a) is entitled to enter into a general medical services contract under article 3(1) or 5; and
- (b) on or before 31st March 2004—
 - (i) has not entered into a general medical services contract with that Local Health Board as an individual medical practitioner or one of two or more individuals practising in partnership, or
 - (ii) is not a legal and beneficial shareholder in a company which has entered into such a contract with that local Health Board.

(2) Where a person is, on 31st March 2004 (or on the date on which the contract is signed if earlier) the subject of temporary arrangements under regulation 25(6) of the 1992 Regulations, a Local Health Board shall only be required to enter into a default contract with that person as an individual medical practitioner if, on the date that the contract is signed, it is satisfied that that person is fit to provide services under that contract.

(3) Where a person is, on 31st March 2004, suspended from the Medical Register in the circumstances specified in article 3(4) or from the Local Health Board's Medical List, a Local Health Board shall only be required to enter into a contract with that person as an individual medical practitioner under paragraph (1) if it is satisfied, on the date that the contract is signed, that —

- (a) in the case of a suspension on grounds relating to the practitioner's physical or mental health, the practitioner is fit to provide services under the contract;

(a) Department of Health, ISBN.....

- (b) having regard to the grounds of suspension, the letting of the contract would not—
 - (i) put at risk the safety of the contractor's patients; or
 - (ii) be prejudicial to the efficiency of the provision of primary medical services in the area of the Local Health Board; and
- (c) the practitioner has in place adequate arrangements for the provision of services under the contract during the period of the practitioner's suspension.

(4) Whenever a local Health Board is considering refusing to enter into a default contract under paragraph (2) or (3) it shall consult the Local Medical Committee (if any) for its area before making its decision.

(5) Where a Local Health Board is refusing to enter into a default contract pursuant to paragraph (2) or (3) it shall notify the prospective contractor in writing of its decision, its reasons for that decision and of the practitioner's right of appeal.

(6) Article 4 shall apply to a refusal of a default contract by a local Health Board under this article as it does to refusal of a general medical services contract under article 3.

(7) A default contract entered into pursuant to paragraph (1) shall not subsist beyond 30th September 2004, except in the circumstances specified in paragraphs (8) and (9).

(8) Where—

- (a) the default contract is with an individual medical practitioner who is suspended from the Medical Register in the circumstances specified in article 3(4) or from the Primary Care Trust's medical list or a medical performers list; and
- (b) the Local Health Board has refused to enter into a general medical services contract with that medical practitioner pursuant to article 3(3),

the default contract shall, unless it is terminated before that date in accordance with the terms of the contract, continue for the period specified in paragraph (9).

(9) The period referred to in paragraph (8) is—

- (a) for as long as the default contractor remains entitled to a general medical services contract under article 6(2); or
- (b) in a case where the default contractor has made an application under article 9, until—
 - (i) the end of the period of 14 days after that application has been determined; or
 - (ii) if the application was successful and the default contractor intends to enter into a general medical services contract, the end of the day immediately before the day on which the default contractor is required to start providing services under the general medical services contract which the default contractor has entered into with the Local Health Board.

(10) Where—

- (a) the contract is with an individual medical practitioner; and
- (b) the Local Health Board has refused to enter into a general medical services contract with that practitioner pursuant to article 3(6),

the contract shall, unless it is terminated before that date in accordance with the terms of the contract, continue for the period specified in paragraph (11).

(11) The period referred to in paragraph (10) is—

- (a) for as long as the default contractor remains entitled to a general medical services contract under article 6(3); or
- (b) in a case where the default contractor has made an application under article 9, until—
 - (i) the end of the period of 14 days after that application has been determined; or
 - (ii) if the application was successful and the practitioner intends to enter into a general medical services contract, the end of the day immediately before the day on which the practitioner is required to start providing services under the general medical services contract which the practitioner has entered into with the Local Health Board

PART 3
ARRANGEMENTS UNDER REGULATION 25

Temporary arrangements under regulation 25 of the 1992 Regulations (power = section 200)

11.—(1) Where—

- (a) on 31st March 2004 there are in place arrangements made by a Local Health Board under—
 - (i) regulation 25(2) of the 1992 Regulations in the case of a doctor who has been suspended, or
 - (ii) regulation 25(6) of the 1992 Regulations;
- (b) no notice of termination of those arrangements has been given under regulation 25(11) which takes effect on 1st April 2004; and
- (c) the Local Health Board has not entered into—
 - (i) a general medical services contract pursuant to article 3 on or before 31st March 2004, or
 - (ii) a default contract,with the medical practitioner who is the subject of those arrangements,,

paragraph (2) shall apply.

(2) In the circumstances specified in paragraph (1), the Local Health Board shall, if the medical practitioner or medical practitioners with whom the temporary arrangements were made so wishes (or so wish) make contractual arrangements, with effect from 1st April 2004, with that medical practitioner or medical practitioners for the provision of primary medical services to the patients to whom the medical practitioner was or medical practitioners were providing services under the arrangements made under regulation 25.

(3) A contract entered into by a Local Health Board pursuant to paragraph (2) shall be for such period as the Local Health Board may agree with the contractor but may not continue beyond—

- (a) the date from which services are to be provided to the patients covered by that contract under—
 - (i) a general medical services contract, or
 - (ii) a default contractentered into with the medical practitioner who was the subject of the arrangements made under regulation 25(2) or (6).; or
- (b) 31st March 2005,

whichever is the earlier.

(4) The contractor's list, or lists, of patients for the purpose of the contractual arrangements made under paragraph (2) shall, at the start of those arrangements, consist of the persons who, on 31st March 2004, were on the list of the medical practitioner who is unfit or suspended and, where the contractual arrangements are made with a person who has his or its own list of patients, the contractual arrangements shall require the lists to be kept separate.

PART 4 CONTRACT TERMS

Additional services in default contracts

12.—(1) A default contract must require the contractor to provide in core hours to its registered patients and persons accepted by it as temporary residents all of the additional services, except those which fall within paragraph (2).

(2) An additional service falls within this paragraph if—

- (a) on 31st March 2004 (or on the date on which the default contract is entered into, if earlier) the equivalent of that service is or was not being provided to a medical practitioner's or medical practitioners' patients by—
 - (i) the medical practitioner who has entered into the default contract; or
 - (ii) in the case of a default contract with two or more medical practitioners practising in partnership, all of those medical practitioners; and
- (b) the default contractor does not wish to provide that service to its patients under a general medical services contract which it intends to enter into after 31st March 2004 pursuant to article 3 or 4.

Additional services in general medical services contracts under article 7

13.—(1) A general medical services contract which is entered into with a person who is entitled to such a contract under article 7 or 8 must, subject to any right to opt out of such services included in the contract pursuant to regulation 17 of the 2004 regulations, provide for the contractor to provide in core hours to—

- (a) the contractor's registered patients; and
- (b) persons accepted by it as temporary residents,

such of the additional services as are equivalent to the services specified in paragraph (2), unless, prior to the signing of the contract, the Local Health Board which is a prospective party to the contract has accepted in writing a written request from the contractor that the contract should not require it to provide all or any of those additional services.

(2) The services referred to in paragraph (1) are—

- (a) the services which were specified in the notice of the vacancy published under regulation 18D of the 1992 Regulations; or
- (b) in a case in which the services required were not so specified, the services which the medical practitioner whose death or withdrawal or removal from the Local Health Board's medical list led to the declaration of the vacancy was providing to his patients immediately prior to his death or withdrawal or removal from the list.

Additional services in general medical services contracts entered into following a default contract

14. Where, after 31st March 2004, a Local Health Board enters into a general medical services contract pursuant to article 3 or 5 with a person or persons who, immediately before the coming into force of that general medical services contract, is or are a party to a default contract with that local Health Board, that general medical services contract must require the contractor to provide in core hours to its registered patients and persons accepted by it as temporary residents all of the additional services which were required to be provided under the default contract.

Out of hours services in default contracts

15.—(1) A default contract must require the contractor to provide the services specified in paragraph (2) throughout the out of hours period unless the contract is, at the date on which it is signed, with—

- (a) a medical practitioner who is, or was, on 31st March 2004, relieved of responsibility for providing services to his patients under paragraph 18(2) of Schedule 2 to the 1992 Regulations; or
- (b) a partnership in which all of the partners who are general medical practitioners are, or were on 31st March 2004, relieved of responsibility for providing services to their patients under that paragraph.

(2) The services referred to in paragraph (1) are—

- (a) services which would be essential services if provided in core hours; and
- (b) such additional services as are included in the contract pursuant to article 12.

16.—(1) Where a default contract is with—

- (a) an individual medical practitioner who is, or was on 31st March 2004, responsible for providing services during all or part of the out of hours period to the patients of a medical practitioner who meets the requirements in paragraph (2); or
- (b) two or more individuals practising in partnership at least one of whom is, or was on 31st March 2004, a medical practitioner responsible for providing such services,

that contract must require the contractor to continue to provide such services to the patients of the exempt contractor for as long as the default contract subsists, unless the Local Health Board (and, if it is different, the Local Health Board with whom the exempt contractor holds its default contract) has or have agreed in writing that the contractor need no longer provide some or all of those services to some or all of those patients.

(2) The requirements referred to in paragraph (1)(a) are that—

- (a) the medical practitioner was relieved of responsibility for providing services to the medical practitioner’s patients under paragraph 18(2) of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992; and
- (b) the medical practitioner—
 - (i) has entered or intends to enter into a default contract which does not include out of hours services pursuant to article 15(1)(a), or
 - (ii) is one of two or more individuals practising in partnership who have entered or intends to enter into a default contract which does not include out of hours services pursuant to article 15(1)(b).

(3) In this article “exempt contractor” means a contractor who is exempt from providing out of hours services pursuant to article 15(1)(a) or (b).

Services to patients not registered with the contractor in default contracts and general medical services contracts entered into on or before 31st March 2004

17.—(1) Where, on or before 31st March 2004, a person enters into—

- (a) a general medical services contract pursuant to article 3 or 5; or
- (b) a default contract,

whether as an individual medical practitioner or as one of two or more individuals practising in partnership, the contract shall require the medical practitioner (or, in the case of a contract with two or more individuals practising in partnership, those individuals) to provide to the persons specified in paragraph (2) such of the additional services as are equivalent to those of the services specified in paragraph (3) which the medical practitioner is providing to them on the date on which he enters into the contract.

(2) The persons referred to in paragraph (1) are patients who—

- (a) are not recorded as being on the medical practitioner's list of patients; and
- (b) to whom the medical practitioner is providing a service specified in paragraph (3) on the date on which the medical practitioner enters into the contract.

(3) The services referred to in paragraph (1) are—

- (a) child health surveillance services under regulation 28 of the 1992 Regulations;
- (b) contraceptive services under regulation 29 of those Regulations;
- (c) maternity medical services under regulation 31 of those Regulations.

(4) The services required to be provided under this article are in addition to any additional services which are required to be provided to the contractor's registered patients under regulation 29 of the 2004 Regulations or under the terms of the default contract.

(5) Nothing in this article or article 18 shall prevent a contractor from subsequently terminating its responsibility for a patient not registered with the contractor under the term of its contract which gives effect to paragraph 28 of Schedule 6 to the 2004 Regulations (or the equivalent term of a default contract).

Services to patients not registered with the contractor in general medical services contracts entered into following a default contract

18.—(1) Where, after 31st March 2004, a Local Health Board enters into a general medical services contract pursuant to articles 3 or 5 with a person or persons who, immediately before the coming into force of that contract, is or are a party to a default contract, that general medical services contract shall require the contractor to provide to patients who are not included on the contractor's list of patients such of the additional services as were provided to those patients under that default contract.

(2) The services required to be provided under this article are in addition to any additional services which are required to be provided to the contractor's registered patients under article 14.

Premises for the purposes of default contracts

19. The practice premises specified in a default contract at its commencement must be—

- (a) in the case of a contract with an individual medical practitioner, all the premises which, on 31st March 2004 (or on the date on which the contract was signed, if earlier), were approved (whether with or without conditions) by the Local Health Board or the Assembly in respect of that practitioner under paragraphs 29 or 29A of Schedule 2 to the 1992 Regulations and whose approval had not been withdrawn; or
- (b) in the case of a contract with two or more medical practitioners practising in partnership, all the premises which, on 31st March 2004 (or on the date on which the contract was signed, if earlier), were approved (whether with or without conditions) by the Local Health Board or the Assembly in respect of any of those practitioners under paragraph 29 or 29A of Schedule 2 to the 1992 Regulations and whose approval had not been withdrawn.

Premises for the purposes of general medical services contracts from 1st April 2004

20. The practice premises specified at its commencement in a general medical services contract entered into with a person who is entitled to such a contract under article 3, 4 or 5 under which services are to be provided from 1st April 2004 must, unless the Local Health Board agrees otherwise in writing, include—

- (a) in the case of a contract with an individual medical practitioner, all the premises which, on 31st March 2004 (or on the date on which the contract was signed, if earlier), were approved (whether with or without conditions) by the Local Health board or the

Assembly in respect of that practitioner under paragraph 29 or 29A of Schedule 2 to the 1992 Regulations and whose approval had not been withdrawn; or

- (b) in the case of a contract with two or more medical practitioners practising in partnership, all the premises which, on 31st March 2004 (or on the date on which the contract was signed, if earlier), were approved (whether with or without conditions) by the Local Health Board or the Assembly in respect of any of those practitioners under paragraph 29 or 29A of Schedule 2 to the 1992 Regulations and whose approval had not been withdrawn.

(2) The inclusion of any particular practice premises in a general medical services contract pursuant to paragraph (2) is without prejudice to the contract also including a plan in respect of those premises pursuant to regulation 18(3) of the 2004 Regulations.

Practice area for the purposes of default contracts

21. The area specified at its commencement in a default contract as the area as respects which persons resident in it will, subject to any other terms of the contract relating to patient registration, be entitled to register with the contractor or seek acceptance by it as a temporary resident must be—

- (a) in the case of a default contract with an individual medical practitioner, the area which was that practitioner's practice area on 31st March 2004 (or on the date on which the contract is signed, if earlier) for the purposes of his arrangements under section 29 of the 1977 Act; or
- (b) in the case of a default contract with two or more medical practitioners practising in partnership, the area which covers all of the areas which were those practitioners' practice areas on 31st March 2004 (or on the date on which the contract is signed, if earlier) for the purposes of their arrangements under section 29 of the 1977 Act

Lists of patients for default contracts and general medical services contracts entered into on or before 31st March 2004

22.—(1) A Local Health Board which enters into—

- (a) a general medical services contract pursuant to articles 3 or 5 under which services are to be provided from 1st April 2004; or
- (b) a default contract with effect from 1st April 2004,

must include on the contractor's list of patients for the purposes of that contract the persons specified in paragraph (2).

(2) The persons referred to in paragraph (1) are the patients who, on 31st March 2004—

- (a) were recorded as being on the list of—
 - (i) the contractor where that contractor is an individual medical practitioner,
 - (ii) any of the two or more medical practitioners practising in partnership who have entered into the contract; or
 - (iii) any of the medical practitioners who are legal and beneficial shareholders in the company which has entered into the contract; and
- (b) had been assigned to the contractor or to any of the persons listed in paragraph (2)(a)(ii) or (iii) under regulation 4 of the Choice Regulations but not yet included in the list referred to in sub-paragraph (a).

Lists of patients for general medical services contracts entered into following a default contract

23. Where, after 31st March 2004, a local Health Board enters into a general medical services contract pursuant to article 3 or 5 with a person or persons who, immediately before the coming

into force of that general medical services contract, is or are a party to a default contract, it must include on the contractor's list of patients, for the purposes of that general medical services contract, all the patients who, on the date immediately before the coming into force of the general medical services contract, were on the contractor's list of patients for the purposes of the default contract.

Lists of patients for default and general medical services contracts entered into following arrangements under regulation 25 of the 1992 Regulations or article 11

24.—(1) Where a Local Health Board enters into a default contract or a general medical services contract pursuant to article 3 with an individual medical practitioner for whom, immediately prior the commencement of that contract, it had in place—

- (a) temporary arrangements under regulation 25 of the 1992 Regulations; or
- (b) contractual arrangements under article 11,

it must include on the contractor's list of patients at the start of the default, or, as the case may be, general medical services contract, the patients specified in paragraph (2).

(2) The patients referred to in paragraph (1) are—

- (a) in the case of a contract which follows immediately after the ending of temporary arrangements under regulation 25, all of the patients who, on the date on which the temporary arrangements came to an end were—
 - (i) included on the list of the medical practitioner who was the subject of the arrangements under paragraph (6) of that regulation, or
 - (ii) temporarily re-assigned under paragraph (14A) of that regulation in the case of a medical practitioner who was suspended; or
- (b) in the case of a contract which follows immediately after the ending of contractual arrangements under article 11, all of the patients who were, on the date on which those contractual arrangements came to an end, on the list or lists of patients prepared and maintained by the Local Health Board for the purpose of those contractual arrangements.

Status of contractor's list of patients for default contracts

25. The contractor's list of patients for the purposes of a default contract shall, for as long as that contract subsists, be open to applications from patients in accordance with the terms of the default contract.

Status of contractor's list of patients for general medical services contracts

26.—(1) Where a person enters (or persons enter) into a general medical services contract pursuant to an entitlement under articles 3, 5, 7 or 8 the contractor's list of patients for the purposes of that contract shall, on the date on which the contract comes into force, be open to applications from patients in accordance with the term of the contract which gives effect to paragraph 15 of Schedule 6 to the 2004 Regulations except in the circumstances specified in paragraph (2).

(2) The circumstances referred to in paragraph (1) are that—

- (a) on 31st March 2004, or on the date on which the contract is signed if earlier—
 - (i) in the case of a contract with an individual medical practitioner, that practitioner is or was exempt from the liability to have persons (other than a specified person) assigned to him under regulation 4(8) of the Choice Regulations; or
 - (ii) in the case of a contract with two or more individuals practising in partnership, all those individuals who are medical practitioners are or were exempt from such liability; and
- (b) the Local Health Board has determined, in the light of the circumstances in which it granted the exemption or exemptions referred to in paragraph (a), that the contractor's list

of patients should, from the commencement of the contract, be closed to applications for inclusion in the list other than from the immediate family members of registered patients.

(3) Where a contractor's list of patient is to be closed pursuant to paragraph (2), the general medical services contract with that contractor shall contain terms which have the same effect as paragraphs (4) and (5).

(4) The contractor's list of patients shall remain closed for the period of 12 months from the date on which the contract comes into force unless the contractor notifies the Local Health Board in writing of its intention to re-open the list before the end of that period and of the date on which it will re-open.

(5) A contractor who has re-opened its list under paragraph (4) shall not be entitled to close it again during the period of 12 months referred to in paragraph (4) except under the term of its general medical services contract which gives effect to paragraph 29 of Schedule 6 to the 2004 Regulations.

PART 5

FINANCIAL ARRANGEMENTS

Interpretation of this Part

27. In this Part—

- (a) “contractor” means a person entering into, or who has entered into, a default contract with a Local Health Wales;
- (b) “Premises Costs Directions” means the National Health Service (General Medical Services – Premises Costs) (Wales) Directions 2004, given by the Assembly under section 16BB(4) of the National Health Service Act 1977(a), and expressions used both in article 27(7) and in the Premises Costs Directions, unless they are defined elsewhere in this Order, have the same meaning as in the Premises Costs Directions;
- (c) “Statement of Fees and Allowances” means the statement determined and published by the the Assembly under regulation 34 of the 1992 Regulations, as that statement had effect on 31st March 2004; and
- (d) “Statement of Financial Entitlements” means the directions given by the Assembly under section 28T of the National Health Service Act 1977(b), and expressions used both in article 27(2) to (6) and in the Statement of Financial Entitlements, unless they are defined elsewhere in this Order, have the same meaning as in the Statement of Financial Entitlements.

Payments under default contracts

28.—(1) Subject to the following provisions of this Part, where a Local Health Board enters into a default contract, the only payments that are to be made by the Local Health to the contractor under that default contract are the payments mentioned in this article (although this is without prejudice to any powers that the Local Health Board has to make payments to the contractor under other arrangements).

(a) Section 17 is as substituted by the Health Act 1999 (c.8) (“the 1999 Act”), section 12(1), and thereafter amended by the Health and Social Care Act 2001 (c.15), Schedule 5, paragraph 5(3), and National Health Service Reform and Health Care Professions Act 2002 (c.17) (“the 2002 Act”), Schedule 1, paragraph 7. As regards Wales, the functions of the Secretary of State under section 17 of the 1977 Act were transferred to the National Assembly for Wales by virtue of article 2 of, and Schedule 1 to, the National Assembly for Wales (Transfer of Functions) Order 1999 (S.I. 1999/672), as amended by section 66(5) of the 1999 Act and as read with section 40(1) of the 2002 Act. The directions will be given before 31st March 2004 and will be available on the Department of Health's web site (www.doh.gov.uk).

(b) Section 28T was inserted into the Act by section 175 of the Health and Social Care (Community Health and Standards) Act 2003. The directions in respect of the financial year 2004 to 2005 will be given before 31st March 2004 and will be available on the Department of Health's web site (www.doh.gov.uk).

(2) In respect of each complete month for which a default contract has effect, the Local Health Board must pay to a contractor under its default contract a reasonable approximation of one twelfth of what would have been the contractor's final global sum equivalent if—

- (a) it had entered into a general medical services contract with the Local Health Board on or before 31st March 2004; and
- (b) a calculation had, as a consequence, been made of its final global sum equivalent by the Local Health Board in accordance with Part 1 of the Statement of Financial Entitlements (global sum and minimum practice income guarantee).

(3) If, while it has a default contract—

- (a) a contractor engages a locum to cover for the absence of a GP performer; and
- (b) had the contractor entered into a general medical services contract with the Local Health Board on or before 31st March 2004, the Local Health Board would have been required to pay for, or to contribute towards the cost of, that locum by virtue of Part 4 of the Statement of Financial Entitlements (payments for specific purposes),

the Local Health Board must pay to the contractor under its default contract a reasonable approximation of the amount that the Local Health Board would have been required to pay towards the cost of that locum by virtue of Part 4 of the Statement of Financial Entitlements.

(4) In respect of each complete quarter of the financial year for which a default contract has effect, the local Health Board must pay to a contractor under its default contract a reasonable approximation of any quarterly seniority payment that would have been payable, at the end of that quarter, in respect of any GP provider who is a partner or shareholder in the contractor if—

- (a) the contractor had entered into a general medical services contract with the Local Health Board on or before 31st March 2004; and
- (b) a calculation had, as a consequence, been made of a reasonable approximation of the quarterly seniority payment in accordance with Parts 4 and 6 of the Statement of Financial Entitlements (payments for specific purposes, and supplementary provisions).

(5) If, in the period during which a default contract has effect, the contractor claims from a local Health Board a payment in respect of—

- (a) a standard, additional or further payment under the golden hello scheme;
- (b) a returners' scheme doctor payment;
- (c) a flexible career scheme contractor payment, a flexible career scheme doctor payment or a payment in respect of educational sessions under the flexible career scheme;
- (d) sessions undertaken by a member of the doctors' retainer scheme;
- (e) an educational allowance payment; or
- (f) dispensing services,

to which the contractor would have been entitled under Part 4 of the Statement of Financial Entitlements (payments for specific purposes), had the contractor entered into a general medical services contract with the local Health Board on or before 31st March 2004, and which would, in those circumstances, have fallen due by virtue of that Part, the Local Health Board must pay to the contractor under the default contract the amount that the Local Health Board would have been required to pay to it by virtue of Part 4 of the Statement of Financial Entitlements, had the contractor entered into a general medical services contract with the Local Health Board on or before 31st March 2004.

(6) If, in the period during which a default contract has effect, the contractor claims from a Local Health Board a payment—

- (a) towards the cost of building new premises to be used for providing medical services;
- (b) towards the cost of purchasing premises to be used for providing medical services;
- (c) towards the cost of the development of premises which are used, or are to be used, for providing medical services;

- (d) in the form of, or in the form of part of, a premises improvement grant; or
- (e) representing the reasonable costs of information technology maintenance or minor upgrades,

to which the contractor would have been entitled under Part 5 of the Statement of Financial Entitlements (certain premises and I.T. costs), had the contractor entered into a general medical services contract with the local Health Board on or before 31st March 2004, and which would, in those circumstances, have fallen due by virtue of that Part, the Local Health Board must pay to the contractor under the default contract the amount that the Local Health board would have been required to pay to it by virtue of Part 5 of the Statement of Financial Entitlements, had the contractor entered into a general medical services contract with the Local Health Board on or before 31st March 2004.

(7) If, in the period during which a default contract has effect, the contractor claims from a Local Health Board , in respect of its recurring premises costs—

- (a) payments in respect of the current market rent or actual lease rent of practice premises;
- (b) payments in respect of the lease costs of equipment, furniture or furnishings;
- (c) payments in respect of borrowing costs relating to the building of new practice premises or the significant refurbishment of existing practice premises;
- (d) notional rent payments or notional rent supplements in respect of practice premises; or
- (e) payments in respect of business rates, water and sewage charges, services charges or insurance costs; and
- (f) payments in respect of periodic payments made to the landlord of practice premises under a covenant in respect of internal or external repairs,

in circumstances where the Local Health Board must, by virtue of Part 6 of the Premises Costs Directions (transitional and transitory provisions), continue to provide financial assistance to the contractor by way of meeting or contributing towards the recurring premises costs relating to which the claim for payment is made, the Local Health Board must pay to the contractor under its default contract any payment it has agreed to pay under the arrangements made, pursuant to the Premises Costs Directions, to meet or contribute towards those recurring premises costs.

(8) If, in the period during which a default contract has effect, the contractor claims from a Local Health Board a payment in respect of patients who are not registered patients but in relation to whom the contractor—

- (a) was, on 31st March 2004, providing the following services—
 - (i) child health surveillance services,
 - (ii) contraceptive services,
 - (iii) maternity medical services, or
 - (iv) out of hours services;
- (b) was, on 31st March 2004, entitled to receive payments for providing those services from the local Health Board under the Statement of Fees and Allowances; and
- (c) is required, by virtue of this Order, to continue to provide those services under its default contract,

the Local Health Board must pay to the contractor under its default contract a reasonable amount in respect of those services.

Due dates for payments under a default contract

29. Payments under—

- (a) article 28(2) are to fall due on the last day of the month to which they relate;
- (b) article 28(3) are to fall due—

- (i) fourteen days after the end of the month in respect of which the locum costs were incurred, or
- (ii) fourteen days after the claim in respect of the locum costs is submitted whichever is the later;
- (c) article 28(4) are to fall due on the last day of the quarter to which they relate;
- (d) article 28(5) or (6) are to fall due on the date on which they would have fallen due by virtue of Part 4 of the Statement of Financial Entitlements (payments for specific purposes), had the contractor entered into a general medical services contract with the Local Health Board on or before 31st March 2004;
- (e) article 28(7) are to fall due on the date on which they fall due under the arrangements made, pursuant to the Premises Costs Directions, to make the payments;
- (f) article 28(8) are to fall due on the date that the Local Health Board sets (having regard to the frequency with which equivalent payments were made under the Statement of Fees and Allowances) for making the payments,

but the Local Health Board may make payments on account in respect of any of those payments before they fall due.

Part payment of periodic payments where a contractor does not enter into a general medical services contract

30. If a contractor does not enter into a general medical services contract, and—

- (a) its default contract terminates on a day other than the last day of a month, the Local Health Board must pay to the contractor a proportion of any payment that would have been payable to the contractor under—
 - (i) article 28(2), or
 - (ii) article 28(5) to (7), in the case of periodic payments under article 28(5) to (7) that fall due monthly,
- (b) its default contract terminates on any day other than the last day of a quarter of the financial year, the Local Health Board must pay to the contractor a proportion of any payment that would have been payable to the contractor under—
 - (i) article 28(4), or
 - (ii) article 28(5) to (7), in the case of periodic payments under article 28(5) to (7) that fall due quarterly,

had the contract terminated on the last day of a month, and that proportion is to be calculated by multiplying that payment by the fraction produced by dividing the number of days in the month during which the contractor was providing services under the default contract by the total number of days in the month;

had the contract terminated on the last day of a quarter of the financial year, and that proportion is to be calculated by multiplying that payment by the fraction produced by dividing the number of days in the quarter during which the contractor was providing services under the default contract by the total number of days in the quarter.

Conditions, set offs etc. relating to payments under a default contract

31.—(1) Payments are only payable under article 28 or 30 in circumstances where the contractor has made available to the Local Health Board any information which the contractor does not have but needs, and which the contractor either has or could reasonably be expected to provide, in order for the Local Health Board to be able to calculate the payment.

(2) The obligations to make payments under article 28 and 30 are subject to any right that the Local Health Board may have to set off against any amount payable to the contractor under the default contract any amount—

- (a) that is owed by the contractor to the Local Health Board under the default contract; or
 - (b) that the Local Health Board may withhold or deduct as a contract sanction, in accordance with the terms of the default contract.
- (3) A Local Health Board may—
- (a) require repayment of any amount that has been paid to a contractor under its default contract but to which the contractor was not entitled; and
 - (b) set off against any amount payable under a default contract an amount that has been paid to a contractor under its default contract but to which the contractor was not entitled.

Effect of contractors entering into a general medical services contract

32. If a contractor who has entered into a default contract thereafter enters into a general medical services contract, the Local Health Board that is a party to the general medical services contract must ensure that the general medical services contract—

- (a) contains a condition to the effect that all rights to further payments under the default contract are surrendered (they are hereby extinguished);
- (b) takes effect, for payment purposes, on 1st April 2004;
- (c) contains a condition to the effect that any payment that has been made under the default contract that could have been made, had the contractor entered into a general medical services contract on or before 31st March 2004—
 - (i) as a payment on account under the general medical services contract, shall be treated as a payment on account under the general medical services contract (and for these purposes any payment of one twelfth of a final global sum equivalent under the default contract shall be treated as a payment on account in respect of a payable global sum monthly payment),
 - (ii) as a payment under the general medical services contract, shall be treated as a payment under the general medical services contract,

and accordingly any condition that attaches, or is to be attached, to such a payment, when made under a general medical services contract, by virtue of the Statement of Financial Entitlements or the Premises Costs Directions, is attached to that payment; and

- (d) where appropriate, contains a condition to the effect that any payment that has been made under the default contract pursuant to article 28(8) is set off, equitably, against any payment for equivalent services provided under the general medical services contract,

and the Local Health Board may only enter into that general medical services contract if the contract does.

Persons not fit to enter into a default contract and suspended doctors

33.—(1) Where a person to whom article 10(1) applies is unable to enter into a default contract because the Local Health Board with whom he would have entered into a default contract is not satisfied of the matters specified in article 10(2) or (3), that Local Health Board may pay to that person any payment that he would have been entitled to receive under the default contract, had he been able to enter into a default contract, or may pay him a proportion thereof, for as long as he is not able to enter into a default contract (or a general medical services contract) but he remains entitled to enter into a general medical services contract.

(2) Where a person to whom payments have been made by a Local Health Board by virtue of paragraph (1) enters into a default contract or a general medical services contract, the Local Health Board that is a party to the contract must ensure that the contract—

- (a) contains a condition to the effect that all rights to further payments under the paragraph (1) are surrendered (they are hereby extinguished);
- (b) takes effect, for payment purposes, on 1st April 2004; and

- (c) in the case of a general medical services contract, contains a condition to the effect that any payment that has been made under paragraph (1) that could have been made—
 - (i) as a payment on account under the general medical services contract, shall be treated as a payment on account under the general medical services contract (and for these purposes any payment of one twelfth of a final global sum equivalent made under paragraph (1) shall be treated as a payment on account in respect of a payable global sum monthly payment),
 - (ii) as a payment under the general medical services contract, shall be treated as a payment under the general medical services contract,and accordingly any condition that attaches, or is to be attached, to such a payment, when made under a general medical services contract, by virtue of the Statement of Financial Entitlements or the Premises Costs Directions, is attached to that payment,
- (d) in the case of a default contract, contains a condition to the effect that any payment that has been made under paragraph (1) that could have been made as a payment under the default contract, had the contractor entered into the default contract on or before 31st March, shall be treated as a payment under the default contract, and accordingly any condition attached to such a payment by virtue of this Order is attached to that payment,

and the Local Health Board may only enter into that default contract or, as the case may be, general medical services contract if the contract does.

Claims under the Statement of Fees and Allowances

34.—(1) Notwithstanding the repeal of the 1992 Regulations, claims may still be made for payments under the Statement of Fees and Allowances by any person who may be entitled to such a payment, provided that the claim is made within any period stipulated in the Statement of Fees and Allowances as being the period during which a claim for the payment is to be made.

(2) If a claim is made outside that stipulated period, the Local Health Board may extend that period for up to six years from the date on which the circumstances which gave rise to the claim first arose.

(3) If the Local Health Board refuses the claim, or considers that the amount to be paid out in respect of the claim is significantly lower than the amount claimed, the arrangements for appeals to the FHSAA set out in paragraph 80 of the Statement of Fees and Allowances are to apply.

Signed On behalf of the National Assembly for Wales under section 66(1) of the Government of Wales Act 1998(a)

Date

(a) 1998 c.38.

