Fareham and Gosport **MHS**

Primary Care Trust

FAREHAM & GOSPORT PRIMARY CARE TRUST

CONTRACT FOR SERVICES TO DRYAD & DAEDALUS WARDS, GOSPORT WAR MEMORIAL HOSPITAL REVISED CONTRACT AS FROM 1 APRIL 2002

- 1. Dr Knapman and Partners are appointed for the care of patients of the Fareham & Gosport Primary Care Trust who are patients in the Gosport War Memorial Hospital. Details of the doctors providing day to day care for those patients will be confirmed annually on the 1st April by the practice.
- a) The practice will undertake to provide health services under the NHS Acts in accordance with Section 23 contract arrangements and the enclosed general description of duties. (The latter is an example and can be adjusted and agreed locally with the consultant responsible for the service).
 - b) The Trust will nominate for each patient a named Consultant to whom the practice will be professionally responsible for the patient's care. Clinical supervision will take place in three ways.
 - 1. Informally when contact takes place between the GP and Consultant whilst both in Gosport War Memorial Hospital or by telephone when advice is being sought.
 - 2. Records kept by GP's in patients notes on Dryad & Daedalus wards, entries to be read and if accurate and appropriate intervention to be signed off by Dr Lord. All entries which cannot be countersigned will be followed up by Dr Lord and appropriate action taken.
 - 3. Regular review meetings of the Out of Hours Service, to take place at least four times annually and any additional meetings of a particular subject could be called. These meetings to be attended by Dr Lord, the practice. Jan Peach as Service Manager and a representative of the nursing staff from the wards. The annual contract review meeting would include the practice, Dr Lord and Fiona Cameron, as a minimum requirement.
 - c) Arrangements of duties will be such as agreed between the Consultant and the partners.

 This will involve a minimum of at least two contacts per week.
 - d) The practice will provide and arrange suitable cover for medical care of the patients out of hours. This cover will not be part of GMS general practice services, but a specific agreement with Fareham & Gosport Primary Care Trust. Cover will be provided by members of the practice in a rota system. This may include doctors from on-call agencies and co-operatives. The agreed response time is 1 hour for urgent referrals and treatment decisions within 2 hours. The duty consultant on call at night should be contacted by dialling the Department of Medicine for Elderly People at Queen Alexandra Hospital on 023 92 286000 and obtaining the on-call consultant's contact number. The 24 hour 7 day a week cover is integral to the agreed payment in paragraph 3.
 - e) If the doctor providing day to day care for the patients is not available for whatever reasons, another member of the practice will undertake to manage the specific medical problem arising at that time, or a doctor nominated by the practice.

annually

f) On the matter of education the GP's are to attend one evening meeting which will be devoted to an elderly medicine topic. In addition, the GP's would undertake education appropriate to care of the elderly and register this in their personal development plans.

3. The structure of payment will be as follows:-

£28,864 per annum paid in 4 quarterly payments of £7,216 on 30 June, 30 September, 31 December and 31 March upon receipt of an invoice from the practice.

Increases in remuneration will be effective from 1st April annually and adjusted in line with the headline percentage increase applicable to general practitioners remuneration (without staging) as advised by the Doctors and Dentists Review Body.

This structure of payment is based on Fareham & Gosport Primary Care Trust paying for continuing care beds. However, the payment structure will need to be reviewed if the number of beds is altered in any way. The fee structure will also be reviewed every second year.

- 4. a) Payment for services will be made quarterly in arrears. The doctor(s) providing day to day care of the residents will be allowed one week's study leave per year.
- 5. All partners and doctors nominated by the Practice to provide care shall be fully registered with the General Medical Council.
- 6. The partnership is covered by the NHS Hospital and Community Services. Indemnity against claims of medical negligence arising from commitments outlined within this agreement. However, all carry their own Medical Defence Indemnity cover and this will cover work which does not fall within the scope of the Trust Indemnity for NHS Trust clinical negligence.
- 7. Procedure for settling differences between the Practice and the Trust related to any matter affecting the terms of this agreement are attached. **Annex A**

8. The GP's and their nominees agree to abide by Fareham & Gosport Primary Care Trust policies and procedures as they relate to Dryad & Daedalus wards. A full copy of these can be provided to the practice on request.

9. If hospital admission of a patient is indicated on clinical grounds, the doctor providing day to day care, a partner of doctor nominated by the practice will liaise with the duty team at the Department of Medicine for Elderly People and arrange for admission under the relevant clinical team. The referring doctor will also let the named consultant know of the patient's clinical condition and to whose care the patient is being transferred in the hospital.

All drugs prescribed for the patients will be provided from Trust resources, the cost of these
drugs will be borne by the Trust.

- 11. All emergency and hospital routine care of the patients will be funded in full by Fareham & Gosport Primary Care Trust.
- 12. Any practice fees e.g. cremation certificate forms received by the Practice will be counted as private income to the Practice and will not be considered the property of Fareham & Gosport Primary Care Trust.
- 13. This contract will be reviewed on an annual basis and if the negotiations are necessary to continue the contract, as outlined in paragraph 2(b), these should be completed within three months prior to the date for the expiry of the present contract. If no agreement is reached within this time the contract will be considered to have ended at the due date.
- 14. From time to time the Practice and the Lead Consultant for Department of Medicine for Elderly People may wish to define/review and mutually agree a specification of service.

| Signed |
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| On behalf of Fareham & Gosport Primary Care Trust |
| |
| Signed |
| On behalf of Dr Knapman & Partners |

15. If Fareham & Gosport Primary Care Trust and the Practice wish to accept this contract on the specific terms above, then both parties should sign in the areas indicated below.

ANNEX A



PROCEDURE TO RESOLVE GRIEVANCES BETWEEN THE KNAPMAN PRACTICE AND FAREHAM & GOSPORT PRIMARY CARE TRUST CONCERNING THE CARE OF PATIENTS ON DRYAD & DAEDALUS WARDS, GOSPORT WAR MEMORIAL HOSPITAL

- 1. Should the grievances relate to the provision of the services set out in the contract, they are entitled to discuss this with the Consultants to whom they are clinically responsible for the medical care of the patients or, if appropriate, the Operational Director of Fareham & Gosport Primary Care Trust.
- 2. If the grievance cannot be settled informally as set out in paragraph 1, the grievance will be set out in writing by the side with the grievance. If this does not resolve the problem, a member of the Practice with a representative of the Local Medical Committee will meet with a member of the Fareham & Gosport Primary Care Trust to resolve the issue.

In the event of no agreements being reached between the parties – they can:-

- i) Agree to binding arbitration submitting evidence to the Secretary of the Local Law Society for adjudication.
- ii) If either side cannot accept the procedure binding arbitration, a notice period of one month should be given to end the contract.



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This structure of payment is based on Fareham & Gosport Primary Care Trust paying for rehabilitation and continuing care beds. However, the payment structure will need to be reviewed if the number of beds is altered in any way. The fee structure will also be reviewed every second year.

- 4. a) Payment for services will be made quarterly in arrears. The doctor(s) providing day to day care of the residents will be allowed one week's study leave per year.
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- The GP's and their nominees agree to abide by Fareham & Gosport Primary Care Trust
 policies and procedures as they relate to Dryad & Daedalus wards. A full copy of these can be
 provided to the practice on request.
- 9. The out of hours GP may transfer a patient to a more acute setting on clinical grounds at his/her discretion.
- 10. All drugs prescribed for the patients will be provided from Trust resources, the cost of these drugs will be borne by the Trust.
- 11. All emergency and hospital routine care of the patients will be funded in full by Fareham & Gosport Primary Care Trust.
- 12. Any practice fees e.g. cremation certificate forms received by the Practice will be counted as private income to the Practice and will not be considered the property of Fareham & Gosport Primary Care Trust.
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