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# Standard General Medical Services Contract Variation Notice

January 2022

# Standard General Medical Services (GMS) Contract Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England and NHS Improvement

The text of the Standard General Medical Services (GMS) Contract Variation Notice October 2021 has been prepared by Hill Dickinson on behalf of NHS England and NHS Improvement. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Standard General Medical Services Contract October.

## **Equalities and health inequalities statement**

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."



Dated:

Signed:

on behalf of NHS England

Print name:

# Wording of Variations

## Part 1

### 1. In clause 1.1:

1.1. **Delete** the definition of “**additional services**”;

1.2. **Replace** each reference to “*additional services*” with “*minor surgery*”;

1.3. **Insert** the following definitions:

“**appropriate person**” (other than in clause 26.20.2(c)) means:

- (a) in relation to a person who has not attained the age of 16 years, means a person mentioned in clause 13.5.4(a)(i), (ii) or (iii);
- (b) in relation to a person who lacks capacity:
  - (i) to make an application or provide information to, to accept an offer from, or otherwise communicate with, the Contractor; or
  - (ii) to authorise the making of an application or provision of information to, the acceptance of an offer from, or other communication with, the Contractor on their behalf;

means a person mentioned in clause 13.5.4(b)(i), (ii) or (iii);”;

“**online consultation tool**” means an online facility provided using appropriate software:

- (a) through which:
  - (i) a *patient*, or
  - (ii) where the *patient* is a *child* or lacks the capacity to communicate with the Contractor through an online facility or to authorise a person to communicate with the Contractor through such a facility on their behalf, an *appropriate person* acting on behalf of the *patient*,

may, in writing in electronic form, seek advice or information related to the *patient's* health or make a clinical or administrative request; but

- (b) which does not require the response to be given by the Contractor in real time;”; and

“**vaccine and immunisation services**” means the following services:

- (a) offering to administer or provide to *patients* all vaccines and immunisations of the type, and in the circumstances which are, specified in the *GMS Statement of Financial Entitlements*;
- (b) providing appropriate information and advice to *patients* and, where appropriate, to the *parents* of *patients*, about such vaccines and immunisations;
- (c) in relation to *patients* other than *children* and taking into account the individual circumstances of the *patient*, considering whether:
  - (i) immunisation ought to be administered by the Contractor or by another *health care professional*; or
  - (ii) a *prescription form* ought to be provided for the purpose of self-administration by the *patient* of the immunisation;
- (d) recording in the *patient's* record (kept in relation to a *patient* in accordance with clause 16.1) any refusal of the offer mentioned in sub-clause (a);
- (e) where:
  - (i) the offer mentioned in sub-clause (a) is accepted; and
  - (ii) in case of a *patient* who is not a *child*, the immunisation is to be administered by the Contractor or another *health care professional*,

administering the immunisations and recording the *immunisation information* in the *patient's* record (kept in relation to a *patient* in accordance with clause 16.1), using codes agreed by the Board for this purpose;

- (f) where:
  - (i) the offer mentioned in sub-clause (a) is accepted; and
  - (ii) in the case of a *patient* who is not a *child*, the immunisation is not to be administered by the Contractor or another *health care professional*,

issuing a prescription form for the purposes of self-administration by the *patient*;

and for the purposes of this definition of *vaccine and immunisation services*, "*immunisation information*" means:

- (a) either:
  - (i) the *patient's* consent to immunisation; or

- (ii) where another person consents to immunisation on behalf of the *patient*, the name of the person who gave that consent and their relationship to the *patient*;
- (b) the batch number, expiry date and title of the vaccine;
- (c) the date of administration of the vaccine;
- (d) where two vaccines are administered by injections, in close succession, the route of administration and the injection site of each vaccine;
- (e) any contraindications to the vaccine; and
- (f) any adverse reactions to the vaccine.”;

1.4. **Replace** the definition of “**cervical screening services**” with:

““**cervical screening services**” means the following services:

- (a) providing necessary information and advice to assist women who are identified by the Board as recommended nationally for a cervical screening test in making an informed decision as to their participation in the NHS Cervical Screening Programme;
- (b) performing cervical screening tests on women who have agreed to participate in that programme;
- (c) ensuring that test results are followed up appropriately;
- (d) where a cervical screening test is performed on a woman, recording in the patient’s record (kept in relation to a patient in accordance with clause 16.1):
  - (i) the carrying out of the test;
  - (ii) the result of the test; and
  - (iii) any clinical follow up requirements;”;

1.5. **Replace** the definition of “**child**” with:

““**child**”, other than in clause 13.17A, means a person under the age of 16 years;”;

1.6. **Replace** the definition of “**child health surveillance services**” with:

““**child health surveillance services**” means the following services:

- (a) monitoring the health, well-being and physical, mental and social development (“*development*”) of a *patient* who has not attained the age of five years (a “*relevant patient*”) with a view to detecting any deviations from normal development:
  - (i) by the consideration of information concerning the *relevant patient* received by or on behalf of the Contractor; and

- (ii) on any occasion when the *relevant patient* is examined or observed by or on behalf of the Contractor (whether by virtue of sub-clause (c) or otherwise);
- (b) offering to the *parent* of the *relevant patient* an examination of the *relevant patient* at the frequency that has been agreed with the Board in accordance with the nationally agreed evidence based programme set out in the fifth edition of "Health for all Children";
- (c) where any offer of an examination under sub-clause (b) is accepted, carrying out the examination of the *relevant patient*;
- (d) maintaining, in the *relevant patient's* record (kept in relation to a *patient* in accordance with clause 16.1), an accurate record of the development of the *patient* whilst under the age of five years, which is compiled as soon as reasonably practicable following the first examination of the *relevant patient* and, where appropriate, amended following each subsequent examination; and
- (e) recording in the *relevant patient's* record (kept in relation to a *patient* in accordance with clause 16.1) the response (if any) to any offer of an examination under sub-clause (b);"

1.7. **Delete** the definition of “**childhood vaccines and immunisations**”;

1.8. **Replace** the definition of “**maternity medical services**” with:

“**maternity medical services**” means the following services:

- (a) providing to expectant mothers all necessary *relevant services* throughout the *antenatal period*;
- (b) providing to mothers and their babies (if relevant) all necessary *relevant services* throughout the *postnatal period* other than neonatal checks;
- (c) inviting each mother who gives birth to a *child* (which, for the purposes of this sub-clause, includes a still-born child within the meaning of the Births and Deaths Registration Act 1953) to attend a *maternal postnatal consultation*;
- (d) where the invitation is accepted, providing the mother with such a consultation:
  - (i) otherwise than at the same time as any consultation at which the physical health of the baby is reviewed (if relevant); and
  - (ii) wherever possible, within the *postnatal consultation period*;
- (e) providing all necessary *relevant services* to *patients* whose pregnancy has terminated as a result of miscarriage or abortion;

and for the purposes of this definition of *maternity medical services*:

- (a) “*antenatal period*” means the period beginning with the start of the pregnancy and ending with the onset of labour;
- (b) “*maternal postnatal consultation*” means a consultation with a *general medical practitioner*, at which the physical and mental health and well-being of the mother is reviewed;
- (c) “*postnatal consultation period*” means the period which:
  - (i) begins six weeks after the conclusion of the delivery of the baby; and
  - (ii) ends eight weeks after the conclusion of the delivery, or, if the mother has not been discharged from secondary care services before the end of that period, eight weeks after the mother’s discharge from secondary care services;
- (d) “*postnatal period*” means the period which:
  - (i) begins with the later of the conclusion of the delivery of the baby and the mother’s discharge from secondary care services; and
  - (ii) ends eight weeks after the conclusion of the delivery;
- (e) “*relevant services*”:
  - (i) in relation to a *patient* (other than a baby), means all *primary medical services* relating to pregnancy, excluding *intra partum care*; and
  - (ii) in relation to a baby, means any *primary medical services* necessary in their first eight weeks of life.”;

1.9. **Replace** the definition of “**minor surgery**” with:

““**minor surgery**” means the following services:

- (a) making available to *patients* where appropriate:
  - (i) curettage;
  - (ii) cautery; and
  - (iii) cryocautery of warts, verrucae and other skin lesions;
- (b) recording in the *patient’s* record (kept in relation to a *patient* in accordance with clause 16.1):
  - (i) details of the *minor surgery* provided to the *patient*; and
  - (ii) the consent of the *patient* to that surgery.”;

1.10. **Replace** the definition of “**Summary Care Record**” with:

“**Summary Care Record**” means the system approved by the Board for the automated uploading, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the patient’s consent, any other data (other than any information recorded in accordance with clause 16.1A or any information about ethnicity provided under clause 16.5ZC) taken from the patient’s electronic record;” and

1.11. **Replace** the definition of “**temporary resident**” with:

“**temporary resident**” means a person:

- (a) accepted by the Contractor as a *temporary resident* under clauses 13.6, 13.17A.5 and 13.17A.7;
- (b) for whom the Contractor’s responsibility has not terminated under clauses 13.6, 13.17A.5 and 13.17A.7 (as the case may be);”.

## Part 2

2. In **clause 4.2.2** (if included), **replace** each reference to “*additional services*” with “*minor surgery*”.

## Part 7

3. In **clause 7.13**:

3.1. **Replace** each reference to “*additional services*” with “*minor surgery*”; and

3.2. **Replace** the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020*” with the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021*”.

## Part 8

4. **Replace clause 8.1.2(b)(iv)** with the following:

“(iv) *cervical screening services, child health surveillance services, contraceptive services, maternity medical services and vaccine and immunisation services.*”.

5. **Replace clauses 8.1.6 to 8.1.7** with the following:

“8.1.6. This clause applies to a person if:

- (a) that person's application for inclusion in the *Contractor's list of patients* has been refused in accordance with clauses 13.7, 13.17A.4, or 13.17A.6, and that person is not registered with another provider of *essential services* (or their equivalent);
- (b) that person's application for acceptance as a *temporary resident* has been rejected under clauses 13.7, 13.17A.5, or 13.17A.7; or
- (c) that person is present in the Contractor's *practice area* for a period of less than 24 hours.

8.1.7. The period referred to in clause 8.1.5 is, in the case of a person to whom:

- (a) clause 8.1.6(a) applies, 14 days beginning with the *relevant date* or until that person has been subsequently registered elsewhere for the provision of *essential services* (or their equivalent), whichever occurs first;
- (b) clause 8.1.6(b) applies, 14 days beginning with the *relevant date* or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever occurs first; or
- (c) clause 8.1.6(c) applies, 24 hours or such shorter period as the person is present in the Contractor's *practice area*."

8.1.7A For the purposes of clause 8.1.7 "*relevant date*":

- (a) if the person's application is refused in accordance with clauses 13.17A.4, 13.17A.5, 13.17A.6 or 13.17A.7, means the later of:
  - (i) the date on which the application is refused; and
  - (ii) the date on which the person returns to the United Kingdom.
- (b) if the person's application is refused in accordance with clause 13.7, means the date on which the application is refused."

6. Delete clauses 8.1.9 to 8.1.12.

## Part 9

7. If **clause 9.8** has been included (i.e. prior to the variation the contract includes *minor surgery*):

7.1. **Replace** the heading of **clause 9.1** with:

**“9.1 Minor Surgery”**;

7.2. **Replace clauses 9.1.1 to 9.1.4** with:

“9.1.1. The Contractor must provide such facilities as are necessary to enable the Contractor to properly perform minor surgery.

9.1.2. Where minor surgery is to be funded under the global sum, the Contractor must provide that minor surgery at such times, within core hours, as are appropriate to meet the reasonable needs of its patients. The Contractor must also have in place arrangements for its patients to access such services throughout the core hours in case of emergency.

9.1.3. The Contractor shall provide minor surgery to:

- (a) its registered patients; and
- (b) persons accepted by it as temporary residents.

9.1.4. Reserved.”;

7.3. In **clause 9.1.5** (if included), **replace** each reference to “*additional services*” with “*minor surgery*”;

7.4. **Replace clauses 9.1.6 to 9.1.10** with:

“9.1.6. Reserved.

9.1.7. Reserved.

9.1.8. Reserved.

9.1.9. Reserved.

9.1.10. Reserved.”; and

7.5. **Delete clauses 9.2 to 9.8.**

8. If **clause 9.8** has not been included (i.e. prior to the variation the contract does not include *minor surgery*), **delete Part 9.**

## **Part 10**

9. In **clause 10.1.1**:

9.1. **Replace** the reference to “*additional services*” with “*minor surgery*”; and

9.2. **Replace** the reference to “clause 9.1.4” with “Part 4”.

## Part 11

10. **Replace** the headings to **clause 11.1** with:

**“11.1 Opt outs of minor surgery and out of hours services**

**11.1 Opt outs of minor surgery: general”.**

11. In **clause 11.1.4**:

11.1. **Replace sub-clause (a)** with “Reserved.”; and

11.2. In **sub-clause (b)**, **delete** the words “, in relation to that service”.

12. In **clause 11.1.5**, **replace** the words “the same *additional service* is concerned” with the words “they also concerned *minor surgery*”.

13. In **clause 11.2.6**, **delete** the words “specified in the notice”.

14. In **clauses 11.1 to 11.5**, replace each reference to:

“*additional services*”, “one or more *additional services*”, “*additional service*”, “the *additional service*”, “the *additional service* in question” or “an *additional service*”;

with:

“*minor surgery*”.

## Part 11A

15. After clause 11.5.3, **insert** the following:

### **“11A Part 11A**

### **11A Vaccines and Immunisations**

#### **11A.1 Vaccines and immunisations: duty of co-operation**

11A.1.1 The Contractor must co-operate, in so far as is reasonable, with *relevant persons*:

- (a) to understand the current uptake, and barriers to uptake, of offers to provide or administer vaccines and immunisations of the type specified in the *GMS Statement of Financial Entitlements* (“*relevant vaccines and immunisations*”) to *patients*; and
- (b) to develop (if necessary) a strategy for improving the Contractor’s immunisation programme.

11A.1.2 For the purposes of clause 11A.1.1 “*relevant persons*” means:

- (a) other persons who administer *relevant vaccines and immunisations* to *patients*;
- (b) the Board;
- (c) *the Secretary of State*; and
- (d) local authorities.

#### **11A.2 Vaccines and immunisations: appointments**

11A.2.1 A Contractor must ensure that they have in place a system for delivering appointments at which *relevant vaccines or immunisations* are administered to *patients* (“*immunisation appointments*”) which meets the *Vaccines and Immunisations Standards*.

11A.2.2 In clause 11A.2.1:

“*relevant vaccine or immunisation*” means a vaccine or immunisation which is of a type specified in the *GMS Statement of Financial Entitlements* other than:

- (a) an influenza vaccine;
- (b) a vaccine or immunisation for the purposes of travel which is not overseas travel; or

- (c) a vaccine or immunisation which is offered in response to a local outbreak;

*“the Vaccines and Immunisations Standards”* means the standards determined by the Board and which a Contractor is required to meet in relation to the following matters:

- (a) the invitation of patients for immunisation appointments when they first become eligible for relevant vaccines or immunisations (“newly eligible patients”);
- (b) the steps to be taken if no response is received to an invitation falling within sub-clause (a);
- (c) the provision of immunisation appointments to newly eligible patients;
- (d) the steps to be taken if a newly eligible patient does not attend an immunisation appointment;
- (e) requests for relevant vaccines or immunisations made by patients who are eligible for them but have not previously received them for any reason; and
- (f) the identification of gaps in the vaccination records of registered patients, and the offer, and provision of, immunisation appointments to those patients.

### **11A.3 Vaccines and immunisations: catch-up campaigns**

11A.3.1 The Contractor must participate in a manner reasonably required by the Board in one *vaccine and immunisations catch-up campaign* in each financial year.

11A.3.2 In clause 11A.3.1 *“vaccine and immunisations catch-up campaign”* means a campaign which is aimed at maximising the uptake of a particular vaccine or immunisation by *patients* who are eligible for it but have not received that vaccine or immunisation for any reason (other than a decision to refuse the vaccine or immunisation).

### **11A.4 Vaccines and immunisations: additional staff training**

11A.4.1 The Contractor must ensure that all staff involved in the administration of vaccines and immunisations are trained in the recognition and initial treatment of anaphylaxis.

11A.4.2 This clause does not affect the Contractor’s obligations under Part 15.

### **11A.5 Vaccines and immunisations: nominated person**

- 11A.5.1 The Contractor must nominate a person (a “*V & I lead*”) who is to have responsibility for:
- (a) overseeing the provision of *vaccine and immunisation services* by the Contractor;
  - (b) carrying out, on behalf of the Contractor, any of the Contractor’s functions under clause 11A.1; and
  - (c) overseeing compliance with the requirements of clauses 11A.1 to 11A.4;

11A.5.2 The Contractor must ensure that the *V & I lead*:

- (a) has regard to all guidance issued by the Board which is relevant to that role; and
- (b) if they are not a *health care professional*, is directly supervised in that role by a *health care professional*.

#### 11A.6 Vaccines and immunisations: exception for private arrangements

11A.6.1 Nothing in this Part applies in relation to the offer or administration of any vaccine or immunisation to a patient under a private arrangement.”

## Part 13

16. In **clause 13.4.3**, replace:

“13.5.1 to 13.5.6 and 28.1.1”

with:

“13.5, 13.5A, 13.5B, 13.17A.4, 13.17A.6”.

17. After clause 13.5.6, **insert** the following:

“13.5.7. This clause 13.5 is subject to clause 13.17A”.

18. After clause 13.6.4, **insert** the following:

“13.6.5. This clause 13.6 is subject to clause 13.17A”.

19. In **clause 13.8.1**, replace:

“clause 13.5 or clause 13.6”

with:

“clause 13.5, 13.6, 13.17A.4, 13.17A.5, 13.17A.6, or 13.17A.7”.

20. In **clause 13.11.1B**, **replace** the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020*” with the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021*”.

21. After clause 13.17.5, **insert** the following:

- “13.17A            **List of patients: Crown servants posted overseas and their family members**
- 13.17A.1           **Meaning of “qualifying person”**
- 13.17A.1.1        A person (“*P*”) is a *qualifying person* for the purposes of clause 13.17A if:
- (a)    *P* is returning, or has returned, to the United Kingdom; and
  - (b)    clause 13.17A.1.2, 13.17A.1.3, 13.17A.1.4 or 13.17A.1.5 applies to *P*.
- 13.17A.1.2        This clause applies to *P* if:
- (a)    *P* is a *civil servant* who is, or, immediately before their return to the United Kingdom, was, posted overseas; or
  - (b)    where *P* is returning, or has returned, to the United Kingdom for more than three months, *P*:
    - (i)     was a *civil servant* who was posted overseas; and
    - (ii)    is returning, or has returned, to the United Kingdom (other than temporarily) for the first time since ceasing to be a *civil servant*.
- 13.17A.1.3        This clause applies to *P* if *P*:
- (a)    is a *relevant family member* of a person to whom clause 13.17A.1.2 applies (“*R*”); and
  - (b)    is, or, immediately before their return to the United Kingdom, was, accompanying *R* on the posting mentioned in that clause 13.17A.1.2.
- 13.17A.1.4        This clause applies to *P* if *P*:
- (a)    is a *relevant family member* of a civil servant (“*C*”) who:
    - (i)     is posted overseas; or

- (ii) where C is deceased, was at the time of their death posted overseas; and
- (b) is, or, immediately before their return to the United Kingdom, was, accompanying C on the posting mentioned in sub-clause (a).

13.17A.1.5 This clause applies to P if:

- (a) P is a *relevant family member* of a person (“M”) who;
  - (i) is a member of the armed forces of the Crown who is, or, immediately before their return to the United Kingdom, was, posted overseas;
  - (ii) where M is returning, or has returned, to the United Kingdom for more than three months:
    - (aa) was a member of the armed forces of the Crown who was posted overseas; and
    - (bb) is returning, or has returned, to the United Kingdom (other than temporarily) for the first time since ceasing to be a member of those forces; or
  - (iii) where M is deceased, was at the time of their death a member of the armed forces of the Crown posted overseas; and
- (b) P is, or, immediately before their return to the United Kingdom, was, accompanying M on the posting mentioned in sub-clause (a).

13.17A.1.6 In this clause 13.17A.1:

“*civil servant*” means a person employed in the civil service of the State;

“*Crown servant*” means:

- (a) a civil servant; or
- (b) a member of the armed forces of the Crown.

13.17A.1.7 For the purposes of this clause 13.17A.1 “*relevant family member*”, in relation to a *Crown servant* (including a *Crown servant* who is deceased) (“C”), means:

- (a) C’s spouse or civil partner;
- (b) a person whose relationship with C has the characteristics of a relationship between spouses or civil partners;

- (c) C's former spouse or former civil partner;
- (d) a person whose relationship with C had the characteristics of a relationship between spouses or civil partners but which has ended (for any reason);
- (e) C's widow, widower or surviving civil partner;
- (f) a dependent child.

13.17A.1.8

For the purposes of sub-clause 13.17A.1.7(f), a person is a "*dependent child*" of a *Crown servant* if they are a *child* of the *Crown servant* and:

- (a) they:
  - (i) have not, or, when they departed the United Kingdom, had not, attained the *relevant age*; and
  - (ii) are, or, where the *Crown servant* is deceased, were, wholly or mainly financially dependent on the *Crown servant* whilst accompanying the *Crown servant* on their overseas posting; or
- (b) they are, or, where the *Crown servant* is deceased, were, wholly or mainly financially dependent on the *Crown servant* because of a disability (within the meaning of section 6 of the Equality Act 2010).

13.17A.1.9

For the purposes of sub-clause 13.17A.1.8(a)(i) "*relevant age*":

- (a) in relation to a *child* of a civil servant, means the age of 21;
- (b) in relation to a *child* of a member of the armed forces of the Crown, means the age of 25.

13.17A.2

### **Qualifying persons to be treated as previous patients of contractors**

13.17A.2.1

For the purposes of clause 13.17A, a qualifying person ("*P*") is required to be treated as a previous *patient* of a Contractor if:

- (a) where clause 13.17A.1.2 applies to *P*, *P* was removed from the Contractor's, or a *predecessor contractor's*, list of *patients* under clause 13.14.1(a) or (d) following the posting mentioned in clause 13.17A.1.2 or a previous overseas posting;
- (b) where clause 13.17A.1.3 applies to *P*, *R* (within the meaning of that clause) was removed from the Contractor's, or a *predecessor contractor's*, list of

*patients* under clause 13.14.1(a) or (d) following the posting mentioned in clause 13.17A.1.2 or a previous overseas posting;

- (c) where clause 13.17A.1.4 applies to *P*, *C* (within the meaning of that clause) was removed from the Contractor's, or a *predecessor contractor's*, list of *patients* under clause 13.14.1(a) or (d) following the posting mentioned in clause 13.17A.1.4 or a previous overseas posting;
- (d) where clause 13.17A.1.5 applies to *P*, *P* was removed from the Contractor's, or a *predecessor contractor's*, list of *patients* under clause 13.14.1(a) or (d) following *P* accompanying *M* (within the meaning of clause 13.17A.1.5) on the posting mentioned in clause 13.17A.1.5 or on a previous overseas posting.

#### 13.17A.2.2

For the purposes of this clause "*predecessor contractor*", in relation to a Contractor ("*A*"):

- (a) where *A*'s status as a Contractor is that of a partnership following a variation in accordance with clause 26.2, means the individual *medical practitioner* referred to in clause 26.2.1;
- (b) where *A*'s status as a Contractor is that of an individual *medical practitioner* following a variation in accordance with clause 26.3.10, means the partnership referred to in clause 26.3.1 or 26.3.3 (as the case may be);
- (c) where otherwise than as set out in clause 13.17A.2.2(a) or (b), *A* assumes any of the obligations of another Contractor ("*B*") to provide services originally provided by *B* under *B*'s contract, means *B*.

#### 13.17A.3

##### **General interpretation of clause 13.17A**

#### 13.17A.3.1

In clause 13.17A:

"*child*" means:

- (a) a natural child;
- (b) an adopted child; or
- (c) a step-child;

"*planned return date*" means the date on which a person intends to return to the United Kingdom;

"*qualifying person*" has the meaning given in clause 13.17A.1;

“*relevant family member*” has the meaning given in clause 13.17A.1.

- 13.17A.3.2 For the purposes of clause 13.17A, a Crown servant is posted overseas if:
- (a) they are performing overseas (but not in Northern Ireland) the duties of a civil servant or member of the armed forces of the Crown (as the case may be); and
  - (b) they were, immediately before their posting or the first of consecutive postings, ordinarily resident in the United Kingdom.
- 13.17A.3.3 For the purposes of clause 13.17A, a relevant family member of a Crown servant who has not resided in the United Kingdom and is coming, or has come, to the United Kingdom for the first time is to be treated as if they:
- (a) are returning, or have returned, to the United Kingdom; and
  - (b) departed the United Kingdom on the day on which they became a relevant family member of the Crown servant.
- 13.17A.3.4 For the purposes of clause 13.17A, a person is to be regarded as temporarily resident in a place if, when that person arrives in that place, they intend to stay for more than 24 hours but not for more than three months.
- 13.17A.4 **Crown servants and family members returning to the United Kingdom for more than three months: inclusion in list of original or successor practice**
- 13.17A.4.1 Subject to clause 13.17A.4.4, a Contractor must include a qualifying person (“*P*”) in the Contractor’s list of patients if:
- (a) *P* is not registered as a *patient* with a provider of *primary medical services*;
  - (b) *P* is required to be treated as a previous *patient* of the Contractor;
  - (c) *P* is returning, or has returned, to the United Kingdom for a period of more than three months; and
  - (d) either:
    - (i) *P* makes an application for inclusion in the Contractor’s list of *patients* (a “*list application*”); or
    - (ii) where *P* is a person to whom clause 13.17A.4.2 applies, a *list application* is made on their behalf by an *appropriate person*.

- 13.17A.4.2 This clause applies to a person if they:
- (a) have not attained the age of 16 years; or
  - (b) lack the capacity to make a *list application* or to authorise a person to make such an application on their behalf.
- 13.17A.4.3 For the purposes of clause 13.17A.4.1 it does not matter whether the Contractor's list of *patients* is open or closed.
- 13.17A.4.4 *A list application:*
- (a) may be made on or after the date which is one month before the *planned return date*; but
  - (b) must be made before the end of the period of three months beginning with the day on which the person returns to the United Kingdom.
- 13.17A.4.5 Clause 13.14.1(a) or (d) does not apply in respect of a *qualifying person* who is included in the Contractor's list of *patients* by virtue of clause 13.17A.4.1 before their return to the United Kingdom.
- 13.17A.4.6 Where a Contractor accepts a *list application*, the Contractor:
- (a) must give notice in writing to the Board of that acceptance (including the *planned return date*, where the application is made and accepted before that date) as soon as possible; but
  - (b) is not required to provide *primary medical services* to the *qualifying person* before they return to the United Kingdom.
- 13.17A.4.7 The Board must, on receipt of a notice given under sub-clause 13.17A.4.6(a):
- (a) include the *qualifying person* in the Contractor's list of *patients* from *the relevant date*; and
  - (b) give notice in writing to the *qualifying person* or the *appropriate person* (as the case may be) of the acceptance.
- 13.17A.4.8 For the purposes of clause 13.17A.4.7(a) "*the relevant date*" is:
- (a) where the relevant *list application* is made after a person's return to the United Kingdom, the date on which the Board receives the notice given under sub-clause 13.17A.4.7(a);
  - (b) where the relevant *list application* is made before a person's return to the United Kingdom, the later of:

- (i) the planned return date; and
- (ii) the date on which the Board receives the notice given under sub-clause 13.17A.4.7(a).

13.17A.4.9 This clause 13.17A.4 is subject to clause 13.17A.8.

13.17A.5 **Persons returning to the United Kingdom for three months or less: temporary registration with original or successor practice**

13.17A.5.1 A Contractor must accept a *qualifying person* to whom clause 13.17A.5.2 applies (“*P*”) as a temporary resident provided that the Contractor is satisfied that:

- (a) if *P* is in the United Kingdom, *P* is not being provided with *essential services* (or their equivalent) under any other arrangement in the locality where *P* is temporarily residing; or
- (b) if *P* is not yet in the United Kingdom, when *P* arrives in the United Kingdom, *P* will not be provided with *essential services* (or their equivalent) under any other arrangement in the locality where *P* will be temporarily residing.

13.17A.5.2 This clause applies to a *qualifying person* if:

- (a) they are returning, or have returned, to the United Kingdom for a period of more than 24 hours but not more than three months;
- (b) they are required to be treated as a previous *patient* of the Contractor; and
- (c) either:
  - (i) they make an application to be accepted as a *temporary resident* by the Contractor (a “*temporary resident application*”); or
  - (ii) where they are a person to whom clause 13.17A.5.3 applies, a *temporary resident application* is made on their behalf by an *appropriate person*.

13.17A.5.3 This clause applies to a person if they:

- (a) have not attained the age of 16 years; or

- (b) lack the capacity to make a *temporary resident application* or to authorise a person to make such an application on their behalf.
- 13.17A.5.4 For the purposes of clause 13.17A.5.1 it does not matter whether the Contractor's list of *patients* is open or closed.
- 13.17A.5.5 A *temporary resident application* may be made on or after the date which falls one month before the planned return date.
- 13.17A.5.6 Where a Contractor accepts a *temporary resident application*, the Contractor's responsibility for the relevant *qualifying person* does not begin until the *relevant date*.
- 13.17A.5.7 Where a Contractor wants to terminate its responsibility for a *qualifying person* accepted by it as a temporary resident under this clause before the end of the *temporary residence period*:
- (a) the Contractor must give notice, either orally or in writing, of that fact to the *qualifying person* or an *appropriate person* (as the case may be); and
- (b) the Contractor's responsibility for the qualifying person is to cease seven days after the date on which the notice mentioned in sub-clause 13.17A.5.7(a) is given.
- 13.17A.5.8 The Contractor must give notice in writing to the Board of its acceptance of a *qualifying person* as a *temporary resident*:
- (a) at the end of the period of three months beginning with the *relevant date*; or
- (b) if the Contractor's period of responsibility for that person as a *temporary resident* came to an end earlier than the end of the three month period referred to in clause 13.17A.5.8(a), at the end of that period.
- 13.17A.5.9 In this clause 13.17A.5:
- "relevant date"* means the later of:
- (a) the date on which the Contractor accepts the *qualifying person* as a *temporary resident*; and
- (b) the date on which the *qualifying person* returns to the United Kingdom;
- "the temporary residence period"*, in relation to a *qualifying person*, means:
- (a) the period of three months beginning with the *relevant date*; or

- (b) such shorter period for which the Contractor agreed to accept that person as a temporary resident.
- 13.17A.5.10 Reserved.
- 13.17A.5.11 This clause 13.17A.5 is subject to clause 13.17A.8.
- 13.17A.6 **Crown servants and family members returning to the United Kingdom for more than three months: inclusion in list of patients of a new practice**
- 13.17A.6.1 A Contractor must, if the Contractor's list of *patients* is open, include a *qualifying person* ("P") in the Contractor's list of *patients* if:
- (a) P is not registered as a *patient* with a provider of *primary medical services*;
  - (b) P is returning, or has returned, to the United Kingdom for a period of more than three months;
  - (c) P is not required to be treated as a previous *patient* of the Contractor; and
  - (d) either:
    - (i) P makes an application for inclusion in that list (a "*list application*"); or
    - (ii) where P is a person to whom clause 13.17A.6.2 applies, a *list application* is made on their behalf by an *appropriate person*.
- 13.17A.6.2 This clause applies to a person if they:
- (a) have not attained the age of 16 years; or
  - (b) lack the capacity to make a list application or to authorise a person to make such an application on their behalf.
- 13.17A.6.3 A *list application* may be made during the period commencing one month prior to the planned return date and ending 24 hours prior to that date.
- 13.17A.6.4 Where a Contractor's list of *patients* is closed, the Contractor may, by virtue of this clause, accept a *list application* if the applicant is an immediate family member of a registered *patient*.
- 13.17A.6.5 Clause 13.14.1(a) or (d) does not apply in respect of a *qualifying person* who is included in the Contractor's list of *patients* by virtue of clause 13.17A.6.1 before their return to the United Kingdom.

- 13.17A.6.6 Where a Contractor accepts a list application, the Contractor:
- (a) must give notice in writing to the Board of that acceptance (including the *planned return date*) as soon as possible; but
  - (b) is not required to provide *primary medical services* to the qualifying person before they return to the United Kingdom.
- 13.17A.6.7 The Board must, on receipt of a notice given under sub-clause 13.17A.6.6(a):
- (a) include the *qualifying person* in the Contractor's list of *patients* from the *relevant date*; and
  - (b) give notice in writing to the *qualifying person* or the *appropriate person* (as the case may be) of the acceptance.
- 13.17A.6.8 For the purposes of sub-clause 13.17A.6.7(a) "*the relevant date*" is the later of:
- (a) the date on which the Board receives the notice given under sub-clause 13.17A.6.6(a); and
  - (b) the *planned return date*.
- 13.17A.6.9 This clause is subject to clause 13.17A.8.
- 13.17A.7. **Crown servants and family members returning to the United Kingdom for three months or less: temporary registration with new practice**
- 13.17A.7.1 A Contractor must, if the Contractor's list of *patients* is open, accept a *qualifying person* to whom clause 13.17A.7.2 applies ("*P*") as a temporary resident provided that the Contractor is satisfied that:
- (a) if *P* is in the United Kingdom, *P* is not being provided with *essential services* (or their equivalent) under any other arrangement in the locality where *P* is temporarily residing; or
  - (b) if *P* is not yet in the United Kingdom, when *P* arrives in the United Kingdom, *P* will not be provided with *essential services* (or their equivalent) under any other arrangement in the locality where *P* will be temporarily residing.
- 13.17A.7.2 This clause applies to a *qualifying person* if:

- (a) they are returning, or have returned, to the United Kingdom for a period of at least 24 hours but not more than three months;
- (b) they are not required to be treated as a previous *patient* of the Contractor; and
- (c) either:
  - (i) they make an application to be accepted as a *temporary resident* by the Contractor (a "*temporary resident application*"); or
  - (ii) where they are a person to whom clause 13.17A.7.3 applies, a temporary resident application is made on their behalf by an appropriate person.

13.17A.7.3 This clause applies to a person if they:

- (a) have not attained the age of 16 years; or
- (b) lack the capacity to make a *temporary resident application* or to authorise a person to make such an application on their behalf.

13.17A.7.4 A *temporary resident application* may be made on or after the date which falls one month before the *planned return date*.

13.17A.7.5 Where a Contractor accepts a *temporary resident application*, the Contractor's responsibility for the *relevant qualifying person* does not begin until the *relevant date*.

13.17A.7.6 Where a Contractor wants to terminate its responsibility for a *qualifying person* accepted by it as a *temporary resident* under this clause before the end of the *temporary residence period*:

- (a) the Contractor must give notice, either orally or in writing, of that fact to the *qualifying person* or an *appropriate person* (as the case may be); and
- (b) the Contractor's responsibility for the *qualifying person* is to cease seven days after the date on which the notice mentioned in sub-clause 13.17A.7.6(a) is given.

13.17A.7.7 The Contractor must give notice in writing to the Board of its acceptance of the *qualifying person* as a *temporary resident*:

- (a) at the end of the period of three months beginning with the *relevant date*; or
- (b) if the Contractor's period of responsibility for that person as a *temporary resident* came to an end earlier than the

end of the three month period referred to in sub-clause 13.17A.7.7(a), at the end of that period.

13.17A.7.8

In this clause:

“*relevant date*” means the later of:

- (a) the date on which the Contractor accepts the *qualifying person* as a *temporary resident*; and
- (b) the date on which the *qualifying person* returns to the United Kingdom;

“*the temporary residence period*”, in relation to a *qualifying person*, means:

- (a) the period of three months beginning with the *relevant date*; or
- (b) such shorter period for which the Contractor agreed to accept that person as a temporary resident.

13.17A.7.9

Reserved.

13.17A.7.10

This clause 13.17A.7 is subject to clause 13.17A.8.

13.17A.8

**Refusal of an application under clauses 13.17A.4 to 13.17A.7**

13.17A.8.1

The Contractor may refuse a *list application*, or a *temporary residence application*, if (and only if) the Contractor has reasonable grounds for doing so which do not relate to the *qualifying person's* age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class.

13.17A.8.2

The reasonable grounds referred to in clause 13.17A.8.1 may, in the case of a *list application*, include the ground that the *qualifying person* will not, on or after the *planned return date*, live in, or does not intend to live in, either of the following areas:

- (a) the Contractor's *practice area*; or
- (b) the outer boundary area (the area referred to in clause 13.3).

13.17A.8.3

Where a Contractor refuses a *list application*, or *temporary resident application*, the Contractor must give a *refusal notice* to the *relevant person* before the end of the period of 14 days beginning with the date of the decision to refuse the application.

13.17A.8.4

For the purposes of clause 13.17A.8.3, the “*relevant person*” is:

- (a) the applicant; or
- (b) where the application was made on behalf of a person who has not attained the age of 16 years or a person who lacks capacity, the person who made the application on their behalf.

13.17A.8.5 The Contractor must:

- (a) keep a written record of:
  - (i) the refusal of any *list application*; and
  - (ii) its reasons for that refusal; and
- (b) make such records available to the Board on request.

13.17A.8.6 In this clause 13.17A.8:

*“list application”* means an application under clause 13.17A.4 or 13.17A.6;

*“refusal notice”* means a notice which:

- (a) is in writing; and
- (b) includes the reasons for the decision to refuse the relevant application; and

*“temporary residence application”* means an application under clause 13.17A.5 or 13.17A.7.”.

## Part 14

22. In **clause 14.5A.1**, **replace** the words:

“where:

- (a) it is clinically appropriate to do so for that patient on that occasion;
- and
- (b) the patient consents.”

with the words:

“where it is clinically appropriate to do so for that patient on that occasion.”.

## Part 15

23. In **clause 15.9.9A**, **replace** the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020*” with the words “*the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021*”.

## Part 16

24. After clause 16.1.10, **insert** the following:

### “16.1A Record of ethnicity information

- 16.1A.1 This clause applies if the Contractor, or a person acting on behalf of the Contractor, makes a request to a *patient* (“*P*”) for *P* to disclose their ethnicity to the Contractor so that information can be recorded in *P*’s medical record (a “*relevant request*”).
- 16.1A.2 If *P*, or where *P* is a person to whom clause 16.1A.4 applies, an *appropriate person* acting on behalf of *P*, discloses *P*’s ethnicity in response to the *relevant request*, the Contractor must record *P*’s ethnicity in *P*’s medical record.
- 16.1A.3 If *P*, or where *P* is a person to whom clause 16.1A.4 applies, an *appropriate person* acting on behalf of *P*, indicates that they would prefer not to disclose *P*’s ethnicity in response to the *relevant request*, the Contractor must record that response in *P*’s medical record.
- 16.1A.4 This clause applies to a person if they:
- (a) are a *child*; or
  - (b) lack the capacity to respond to the *relevant request*.
- 16.1A.5 Any information recorded in accordance with this clause may only be processed if the *processing* is necessary for *medical purposes*.
- 16.1A.6 Nothing in this clause authorises the *processing* of *personal data* in a manner inconsistent with any provision of the *data protection legislation*.
- 16.1A.7 In this clause 16.1A:  
“*data protection legislation*”, “*personal data*” and “*processing*” have the same meanings as in the Data Protection Act 2018; and  
“*medical purposes*” has the meaning given for the purposes of section 251 of the 2006 Act.”.

25. After clause 16.3.2, **insert** the following:

### “16.3A Transfer of patient records between GP practices: time limits

- 16.3A.1 This clause applies where:
- (a) a *patient* on a Contractor's list of *patients* has registered with another provider of *primary medical services*; and
  - (b) the Contractor receives a request from that provider for the complete records relating to that *patient*.
- 16.3A.2 The Contractor must, before the end of the period of 28 days beginning with the day on which it receives the request from the provider:
- (a) send the complete records (other than any part of the records held only in paper form) to the provider via the *GP2GP facility* in accordance with clause 16.3; and
  - (b) send to the Board in accordance with clause 16.1.7, the complete records, or any part of the records:
    - (i) for which the Contractor does not receive a *confirmation*; or
    - (ii) held only in paper form.
- 16.3A.3 In this clause:
- "confirmation"*, in relation to records sent via the *GP2GP facility*, means confirmation of safe and effective transfer via that facility."

26. **Replace clause 16.5.7** with the following:

"16.5.7. The Contractor must also promote and offer to its registered patients the facility referred to in clauses 16.5.1(a) and 16.5.1(b) on the home page (or equivalent) of its practice website or online practice profile."

27. After clause 16.5ZB.2, **insert** the following:

"16.5ZC **Patient online services: providing and updating personal or contact information**

16.5ZC.1 A Contractor must offer and promote to its registered *patients* a facility for providing their personal or contact information, or informing the Contractor of a change to that information, which meets the condition in clause 16.5ZC.2.

16.5ZC.2 A facility meets the condition in this clause if it enables:

- (a) *P*; or
- (b) where *P* is a person to whom clause 16.5ZC.3 applies, an *appropriate person* acting on behalf of *P*;

to provide the Contractor with, or inform it of any change to, *P*'s personal or contact information in *P*'s medical record, either online or by other electronic means.

- 16.5ZC.3 This clause applies to a person if they:
- (a) are a *child*; or
  - (b) lack the capacity to provide the Contractor with their personal or contact information or to authorise a person to provide such information on their behalf.
- 16.5ZC.4 For the purposes of this clause, *P*'s personal and contact information is:
- (a) their name;
  - (b) their ethnicity;
  - (c) their address;
  - (d) their telephone number or mobile telephone number (if any); and
  - (e) their electronic mail address (if any).
- 16.5ZD **Patient online services: provision of an online consultation tool**
- 16.5ZD.1 A Contractor must offer and promote an *online consultation tool* to its registered *patients*.
- 16.5ZD.2 An "*online consultation tool*" is an online facility provided using appropriate software:
- (a) through which:
    - (i) a *patient*; or
    - (ii) where the *patient* is a person to whom clause 16.5ZD.4 applies, an *appropriate person* acting on behalf of the *patient*;

may, in writing in electronic form, seek advice or information related to the *patient's* health or make a clinical or administrative request; but
  - (b) which does not require the response to be given by the Contractor in real time.
- 16.5ZD.3 An *online consultation tool* may incorporate:
- (a) any of the facilities which the Contractor is required to offer under clauses 16 to 16.5ZC; or
  - (b) the communication method which the Contractor is required to offer under clause 16.5ZE.
- 16.5ZD.4 This clause applies to a person if they:
- (a) are a *child*; or
  - (b) lack the capacity to communicate with the Contractor through an online facility or to authorise a person to communicate with the Contractor through such a facility on their behalf.
- 16.5ZE **Secure electronic communications**

- 16.5ZE.1 A Contractor must:
- (a) offer and promote to its registered *patients* a *relevant electronic communication method*; and
  - (b) use the *relevant electronic communication method* to communicate with:
    - (i) a registered *patient*; or
    - (ii) where the registered *patient* is a person to whom clause 16.5ZE.4 applies, an *appropriate person* acting on behalf of that *patient*.
- 16.5ZE.2 Sub-clause 16.5ZE.1(b) does not require the Contractor to use the *relevant electronic communication method* where:
- (a) it would not be clinically appropriate to do so for the *patient* on that occasion; or
  - (b) it is otherwise not appropriate to the needs or circumstances of the *patient*.
- 16.5ZE.3 For the purposes of this clause, a “*relevant electronic communication method*” is a method of electronic communication which is provided using *appropriate software* and can be used:
- (a) by the Contractor to respond, in writing in electronic form, to requests made through the *online consultation tool*; and
  - (b) by the Contractor and its registered *patients* or *appropriate persons* acting on behalf of registered *patients* (as the case may be) to otherwise communicate with each other in writing in electronic form.
- 16.5ZE.4 This clause applies to a person if they:
- (a) are a *child*; or
  - (b) lack the capacity to communicate with the Contractor using the *relevant electronic communication method* or to authorise a person to do so on their behalf.
- 16.5ZF **Video consultations**
- 16.5ZF.1 A Contractor must offer and promote to its registered *patients* the facility of participating in their consultations with the Contractor by video conference using *appropriate software* (“*video consultations*”).
- 16.5ZF.2 But clause 16.5ZF.1 does not require the Contractor to offer a *patient* a *video consultation* where:
- (a) it would not be clinically appropriate to do so for the *patient* on that occasion; or
  - (b) it is otherwise not appropriate to the needs or circumstances of the *patient*.
- 16.5ZF.3 The Contractor must not be party to a contract or other arrangement under which the software mentioned in clause 16.5ZF.1 is provided unless:

- (a) it is satisfied that any software which a *patient* needs to participate in a video consultation with the Contractor's practice is available free of charge to the *patient*; and
- (b) it has taken reasonable steps, having regard to the arrangement as a whole and disregarding the costs of any software, to satisfy itself that *patients* will not have to pay more to participate in *video consultations* with the Contractor's practice than they would to participate in a meeting by video conference with any other person in the Contractor's area.

16.5ZG. **Meaning of “appropriate software” for the purposes of clauses 16.5ZD, 16.5ZE and 16.5ZF**

16.5ZG.1 For the purposes of clauses 16.5ZD, 16.5ZE and 16.5ZF the software used for the purposes of providing a facility or method of communication (as the case may be) is appropriate if the software meets:

- (a) the requirements in the *GPIT Operating Model* relevant to that software; or
- (b) requirements which are equivalent in their effect to the relevant requirements in the *GPIT Operating Model*.

16.5ZG.2 In clause 16.5ZG.1 “*GPIT Operating Model*” means the document published by the Board which sets out the commissioning framework for the provision of general practice digital services.”.

28. After clause 16.7E.5, **insert** the following:

“16.7E.5A The Contractor must also ensure there are links on its *practice website* or *online practice profile* which direct people to:

- (a) its *online consultation tool*; and
- (b) the symptom checker and self-care information available on the NHS website.

16.7E.5B The links mentioned in clause 16.7E.5A must be displayed prominently on the home page (or equivalent) of its *practice website* or *online practice profile* (as the case may be).”.

29. After clause 16.8A.4, **insert** the following:

“16.8AA **Disclosure of information about NHS earnings: Contractors and Sub-Contractors**

16.8AA.1 If the Contractor is an individual *medical practitioner*, the Contractor must comply with the *disclosure obligation* for each *relevant financial year* in which:

- (a) they are a Contractor; and

- (b) their *NHS earnings* exceed the *relevant threshold*.

16.8AA.2 If the Contractor is a partnership, each *partnership member* must comply with the *disclosure obligation* for each *relevant financial year* in which:

- (a) the partnership is a Contractor; and
- (b) the *partnership member's NHS earnings* exceed the *relevant threshold*.

16.8AA.3 In this clause 16.8AA:

- (a) the "*disclosure obligation*", in relation to a *relevant financial year*, is the requirement for an individual ("*I*") to submit the following information for publication to the *Health and Social Care Information Centre* by the *disclosure date*:
  - (i) *I's name*;
  - (ii) *I's job title*;
  - (iii) the details of each organisation from which *I* has derived *NHS earnings* in that financial year; and
  - (iv) the amount of *I's NHS earnings* for that financial year;
- (b) "*relevant financial year*" means a financial year ending:
  - (i) on or after 31 March 2020; but
  - (ii) on or before 31 March 2024;
- (c) "*relevant threshold*" means:
  - (i) for the financial year ending on 31 March 2020, £150,000;
  - (ii) for the financial year ending on 31 March 2021, £153,000;
  - (iii) for the financial year ending on 31 March 2022, £156,000;
  - (iv) for the financial year ending on 31 March 2023, £159,000;
  - (v) for the financial year ending on 31 March 2024, £163,000.

16.8AA.4 For the purposes of sub-clause 16.8AA.3(a) "*the disclosure date*" is:

- (a) in relation to the financial year ending 31 March 2020, 12 November 2021;

- (b) in relation to any subsequent financial year, 30 April in the financial year which begins immediately after the end of the *next financial year*.
- 16.8AA.5 For the purposes of clause 16.8AA.4 “*the next financial year*”, in relation to a financial year (“*FY1*”), is the financial year which begins immediately after the end of *FY1* (this means, for example, that “*the next financial year*”, in relation to the financial year ending 31 March 2021, is the financial year ending 31 March 2022).
- 16.8AA.6 The Contractor must not sub-contract any of its obligations to provide clinical services under the Contract unless:
- (a) where the *sub-contractor* is an individual, the sub-contract entered into by the Contractor requires the individual to comply with the *disclosure obligation* for each *relevant financial year* in which the individual’s *NHS earnings* exceed the *relevant threshold*;
- (b) where the *sub-contractor* is a partnership, the sub-contract entered into by the Contractor requires each *sub-contractor partnership member* to comply with the *disclosure obligation* for each *relevant financial year* in which the *sub-contractor partnership member’s NHS earnings* exceed the *relevant financial threshold*;
- (c) in all cases, the sub-contract prohibits the *sub-contractor* (“*S*”) from sub-contracting, where permitted by clause 15.9.9A, any of the clinical services *S* has agreed with the Contractor to provide under the sub-contract unless:
- (i) where the *sub-contractor* is an individual (“*I*”), the sub-contract entered into by *S* requires *I* to comply with the *disclosure obligation* for each financial year in which *I’s NHS earnings* exceed the *relevant threshold*;
- (ii) where the *sub-contractor* is a partnership, the sub-contract entered into by *S* requires each *sub-contractor partnership member* of that partnership to comply with the *disclosure obligation* for each *relevant financial year* in which the *sub-contractor partnership member’s NHS earnings* exceed the *relevant threshold*.
- 16.8AA.7 The Contractor must use reasonable endeavours to ensure that any *relevant sub-contract* is amended to contain the terms specified in clause 16.8AA.9.
- 16.8AA.8 For the purposes of clause 16.8AA.7 “*relevant sub-contract*” means a sub-contract:
- (a) for the provision of any of the clinical services which the Contractor is required to provide under the Contract by any other person; and

- (b) which is in force at the time when this clause comes into force.

16.8AA.9 The terms are:

- (a) a term which requires:

- (i) the *sub-contractor* (“S”), where S is an individual; or
- (ii) each *sub-contractor partnership member*, where S is a partnership;

to comply with the *disclosure obligation* for each *relevant financial year* in which the individual’s, or as the case may be, *sub-contractor partnership member’s NHS earnings* exceed the *relevant threshold*; and

- (b) a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by clause 15.9.9A; unless:

- (i) where the *sub-contractor* is an individual (“I”), the sub-contract entered into by S requires I to comply with the *disclosure obligation* in relation to each financial year in which I’s earnings exceed the *relevant threshold*;
- (ii) where the *sub-contractor* is a partnership, the sub-contract entered into by S requires each *sub-contractor partnership member* of that partnership to comply with the *disclosure obligation* in relation to each *relevant financial year* in which the *sub-contractor partnership member’s NHS earnings* exceed the *relevant threshold*.

16.8AA.10 Nothing in clauses 16.8AA.6, 16.8AA.7, or 16.8AA.9 requires any individual to comply with the *disclosure obligation* for any *relevant financial year* which:

- (a) ends before the individual or partnership (as the case may be) enters into a sub-contract with the Contractor or a *sub-contractor*;
- (b) begins after the individual’s, or, as the case may be, partnership’s, sub-contract with the Contractor or *sub-contractor* has terminated.

16.8AA.11 In this clause 16.8AA:

“*locum practitioner*” has the meaning given in Schedule 15 to the National Health Service Pension Scheme Regulations 2015;

“*NHS earnings*” has the meaning given in clause 16.8AB;

“*partnership member*”, in relation to a Contractor who is a partnership, means an individual who is a partner in that partnership;

“*sub-contractor*” means a person to whom any rights or duties under the contract in relation to clinical matters are, or have been, sub-contracted under clause 15.9, and includes an individual who is a *locum practitioner*;

“*sub-contractor partnership member*”, in relation to a *sub-contractor* who is a partnership, means an individual who is a partner in that partnership.

16.8AB **Calculation of NHS earnings for the purposes of clause 16.8AA**

16.8AB.1 This clause sets out how an individual’s NHS earnings are to be calculated for the purposes of clause 16.8AA.

16.8AB.2 An individual’s NHS earnings for a *relevant financial year* are those earnings which constitute *relevant income* in respect of that financial year.

16.8AB.3 In this clause “*relevant income*”:

- (a) in relation to an individual who is an *active member of the Scheme* and is a *medical practitioner* (other than a *locum practitioner*) or a *non-GP provider*, means income (including any form of remuneration and any salary, wages, fees, director’s remuneration or dividends) which is practitioner income as determined under Schedule 10 to the *NHS Pension Scheme Regulations*, as modified in accordance with clause 16.8AB.4, in respect of the financial year in question;
- (b) in relation to a person (“*P*”) who is an *active member of the Scheme* and a *locum practitioner*, means:
  - (i) any income which is *locum practitioner* income as determined under paragraph 7 of Schedule 10 to the *NHS Pension Scheme Regulations* in respect of the financial year in question; and
  - (ii) any income (including any form of remuneration and salary, wages, fees, director’s remuneration or dividends) received by *P* in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the *NHS Pension Scheme Regulations*, as modified in accordance with 16.8AB.4, if *P* had been a *medical practitioner* but not a *locum practitioner*;
- (c) in relation to any other person (“*P*”), means income (including any form of remuneration and any salary, wages, fees, director’s remuneration or dividends) received by *P* in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS

Pension Scheme Regulations, as modified in accordance with clause 16.8AB.4, if *P* had been:

- (i) an *active member of the Scheme*; and
- (ii) a *medical practitioner or non-GP provider*.

16.8AB.4 For the purposes of determining a person's *relevant income* under sub-clauses 16.8AB.3(a), (b)(ii) or (c), Schedule 10 to the *NHS Pensions Regulations* applies as if the following provisions of that Schedule were omitted:

- (a) paragraph 2(1)(b) and the "and" immediately preceding it;
- (b) paragraph 3; and
- (c) paragraph 7.

16.8AB.5 In this clause:

*"the NHS Pension Scheme Regulations"* means the National Health Service Pension Scheme Regulations 2015 and *"active member"*, *"locum practitioner"*, *"medical practitioner"*, *"member"* and *"non-GP provider"* have the meanings given for the purposes of those Regulations;

*"relevant financial year"* has the meaning given in clause 16.8AA; and

*"the Scheme"* means the National Health Service Pension Scheme established by the NHS Pension Scheme Regulations."

### 30. Replace clause 16.8G.1.2 with the following:

"16.8G.1.2 where applicable in the case of a *patient*, record the fact that the *patient* is the holder of a document:

- (a) which is:
  - (i) a European Health Insurance Card;
  - (ii) an S1 Healthcare Certificate<sup>1</sup>; or
  - (iii) a document which, for the purposes of a listed healthcare arrangement as defined in regulation 1(3) of the Healthcare (European Economic Area and Switzerland Arrangements) (EU Exit) Regulations 2019,

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<sup>1</sup> An S1 Healthcare Certificate is issued to those who are posted abroad and who pay National Insurance Contributions in the United Kingdom or to people in receipt of UK exportable benefits (e.g. retirement pensions). Further information is available at: [https://contactcentreservices.nhsbsa.nhs.uk/selfnhsukokb/AskUs\\_EHIC/template.do?name=S1+form+-+what+is+this+and+=how+do+I+obtain+one%253F&id=16477](https://contactcentreservices.nhsbsa.nhs.uk/selfnhsukokb/AskUs_EHIC/template.do?name=S1+form+-+what+is+this+and+=how+do+I+obtain+one%253F&id=16477) or from NHS BSA, Stella House, Goldcrest Way, Newbury Riverside, Newcastle Upon Tyne, NE15 8NY.

is treated as equivalent to a document referred to in sub-clause 16.8G.1.2(a)(i) (“*EHIC equivalent document*”) or clause 16.8G.1.2(a)(ii) (“*S1 equivalent document*”); and

- (b) which has not been issued to or in respect of the patient by the United Kingdom.”.

31. In **clause 16.8G.2.1**:

31.1. After the words “European Health Insurance Card” insert the words “or *EHIC equivalent document*”; and

31.2. After the words “that card” insert the words “or document”.

32. In **clause 16.8G.4**:

32.1. After the words “S1 Healthcare Certificate” insert the words “or *S1 equivalent document*”; and

32.2. After the words “that certificate” insert the words “or document”.

33. After clause 16.8I.4, **insert** the following:

“16.8J       **Collection of data concerning use of online consultation tools and video consultations**

16.8J.1       A Contractor must submit to the Board such anonymised data relating to the use of its *online consultation tool* and *video consultation* facility as the Board may require.”

## Part 17

34. After clause 17.1.4 (including the table), **insert** the following:

**“17.2 Patients who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption**

17.2.1       Subject to clause 17.2.6, the Contractor must respond to a valid exemption confirmation request.

17.2.2       An exemption confirmation request:

- (a) is a request to confirm whether a *relevant patient* (“*P*”), for clinical reasons:
  - (i) should neither be tested for *coronavirus* nor vaccinated with an *authorised vaccine*; or
  - (ii) should not be vaccinated with an *authorised vaccine*; and

- (b) is valid if it is made in accordance with the process approved by the Secretary of State.

17.2.3 An exemption confirmation request may be made by:

- (a) *P*; or
- (b) where *P* is a person to whom clause 17.2.4 applies, an *appropriate person* acting on behalf of *P*.

17.2.4 This clause applies to a person if they:

- (a) are a *child*; or
- (b) lack the capacity to make a request under clause 17.2.1.

17.2.5 The Contractor must respond to a valid exemption confirmation request:

- (a) free of charge to *P* or the *appropriate person*; and
- (b) by recording its response on an information hub using a method approved by the *Secretary of State*.

17.2.6 The Contractor is not required to respond to a valid exemption confirmation request if:

- (a) for the medical condition which may mean that *P* should neither be tested for *coronavirus* nor vaccinated with an *authorised vaccine*, or should not be vaccinated with an *authorised vaccine*, *P* is being attended by a medical practitioner who is not:
  - (i) engaged or employed by the Contractor;
  - (ii) where the Contractor is two or more persons practising in partnership, one of those persons; or
  - (iii) where the Contractor is a company limited by shares, one of the persons legally or beneficially owning shares in that company; and
- (b) that medical condition is not one to which clause 17.2.7 applies.

17.2.7 This clause applies to a medical condition if no person with that condition should be:

- (a) tested for *coronavirus* or vaccinated with an *authorised vaccine*; or
- (b) vaccinated with an *authorised vaccine*.

17.2.8 In this clause:

“*authorised vaccine*” means a *medicinal product*.

- (a) authorised for supply in the United Kingdom in accordance with a *marketing authorisation*; or
- (b) authorised by the *licensing authority* on a temporary basis under regulation 174 of the Human Medicines Regulations 2012 (supply in response to spread of pathogenic agents etc), for vaccination against *coronavirus*;

“*coronavirus*” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

“*licensing authority*”, “*marketing authorisation*” and “*medicinal product*” have the meanings given in the Human Medicines Regulations 2012 (see regulations 6, 8 and 2, respectively, of those Regulations);

“*relevant patient*” means:

- (a) a *registered patient*; or
- (b) a *temporary resident*.”

## Part 26

35. In **clause 26.1.1**, **replace** the word “*additional*” with the words “*minor surgery*”.

## Part 27

36. In **clause 27.2.1**, **replace** the word “*additional*” with the words “*minor surgery*”.

## Part 28

37. In **clause 28.1.5(c)**:

37.1. **Replace** the reference to “*additional services*” with “*minor surgery*”; and

37.2. **Replace** the words “*such services*” with the words “*that service*”.

I/We [ ] acknowledge receipt of the notice of variation dated [ ] of which the above is a duplicate. I/We acknowledge that this notice will take effect from [ ].

Signed:

[on behalf of ]:

Print name:

Date: