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# Standard Personal Medical Services Agreement Variation Notice

January 2022

# Standard Personal Medical Services (PMS) Agreement Variation Notice

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

The text of the Standard Personal Medical Services (PMS) Agreement 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 agreement follows that used in the Standard Personal Medical Services Agreement.

## **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."

Dear Sir/Madam

**Notice of Variation to your Personal Medical Services Agreement dated**

[            ]

We give you notice under paragraph 52(2) of Schedule 2 to the National Health Service (Personal Medical Services Agreements) Regulations 2015 (S.I. 2015/1879) that the terms of your personal medical services agreement dated [            ] are varied as set out below with effect from [*insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.*].

These variations are made to comply with:

- The Reciprocal and Cross-Border Healthcare (Amendment etc.) (EU Exit) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2021; and
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021;

which came into force since the last update to the Standard Personal Medical Services Agreement.

For the avoidance of doubt nothing in this notice shall affect accrued rights or liabilities up to the date of the variation.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

on behalf of NHS England

Print name:

## Wording of Variations

### Clause 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**” means:

- (a) in relation to a person who has not attained the age of 16 years, means a person mentioned in clauses 5.4.1.1, 5.4.1.2 or 5.4.1.3;
- (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 5.4.2.1, 5.4.2.2 or 5.4.2.3;” and

“**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;”;

1.4. **Replace** the definition of “**Child**” with:

““**Child**”, other than in part 16A of Schedule 5, means a person under the age of 16 years;”;

1.5. **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 29):
  - (i) details of the minor surgery provided to the patient; and
  - (ii) the consent of the patient to that surgery”; and

1.6. **Replace** the definition of “**Temporary Resident**” with:

““**Temporary Resident**” means a person:

- (a) accepted by the Contractor as a Temporary Resident under paragraphs 6, 16A.5, or 16A.7 of Schedule 5;
- (b) for whom the Contractor's responsibility has not terminated under paragraphs 6, 16A.5, or 16A.7 of Schedule 5 (as the case may be);”.

2. After clause 17.7, insert the following:

## **“17A Vaccines and immunisations**

### **17A.1 Interpretation**

17A.1.1 In this clause 17A:

“GMS Statement of Financial Entitlements” means the directions given by the Secretary of State under section 87 of the 2006 Act (GMS contracts: payments); and

“Vaccine and Immunisations Services” has the meaning given in regulation 3(7) of the General Medical Services Contracts Regulations.

### **17A.2 Vaccines and immunisations: duty of co-operation**

17A.2.1 The Contractor must co-operate, in so far as is reasonable, with Relevant Persons:

17A.2.1.1 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

17A.2.1.2 to develop (if necessary) a strategy for improving their immunisation programme.

17A.2.2 For the purposes of clause 17A.2.1 “Relevant Persons” means:

17A.2.2.1 other persons who administer Relevant Vaccines and Immunisations to Patients;

17A.2.2.2 the Board;

17A.2.2.3 the Secretary of State; or

17A.2.2.4 local authorities.

### **17A.3 Vaccines and immunisations: appointments**

17A.3.1 The 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.

17A.3.2 In this clause 17A.3:

17A.3.2.1 “Relevant Vaccine or Immunisation” means a vaccine or immunisation which is of a type specified in the GMS Statement of Financial Entitlements other than:

17A.3.2.1.1 an influenza vaccine;

17A.3.2.1.2 a vaccine or immunisation the purposes of travel other than overseas travel; or

17A.3.2.1.3 a vaccine or immunisation which is offered in response to a local outbreak.

17A.3.2.2 “The Vaccines and Immunisations Standards” means the standards determined by the Board and which the Contractor is required to meet in relation to the following matters:

17A.3.2.2.1 the invitation of Patients for immunisation appointments when they first become eligible for Relevant Vaccines or Immunisations (“Newly Eligible Patients”);

17A.3.2.2.2 the steps to be taken if no response is received to an invitation falling within sub-clause 17A.3.2.2.1;

17A.3.2.2.3 the provision of immunisation appointments to Newly Eligible Patients;

17A.3.2.2.4 the steps to be taken if a Newly Eligible Patient does not attend an immunisation appointment;

17A.3.2.2.5 requests for Relevant Vaccines or Immunisations made by Patients who are eligible for them but have not previously received them for any reason;

17A.3.2.2.6 the identification of gaps in the vaccination records of registered Patients, and the offer, and provision of, immunisation appointments to those Patients.

#### **17A.4 Vaccines and immunisations: catch-up campaigns**

17A.4.1 The Contractor must participate in a manner reasonably required by the Board in one Vaccines and Immunisations Catch-up Campaign in each financial year.

17A.4.2 In this clause 17A.4 “Vaccines 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).

**17A.5 Vaccines and immunisations: additional staff training**

17A.5.1 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.

17A.5.2 This clause does not affect the Contractor's obligations under Part 20.

**17A.6 Vaccines and immunisations: nominated person**

17A.6.1 The Contractor must nominate a person (a "V & I lead") who is to have responsibility for:

17A.6.1.1 overseeing the provision of Vaccine and Immunisation Services by the Contractor;

17A.6.1.2 carrying out, on behalf of the Contractor, any of the Contractor's functions under clause 17A.2; and

17A.6.1.3 overseeing compliance with the requirements of clauses 17A.2 to 17A.5.

17A.6.2 The Contractor must ensure that the V & I Lead:

17A.6.2.1 has regard to all guidance issued by the Board which is relevant to that role; and

17A.6.2.2 if they are not a Health Care Professional, is directly supervised in that role by a Health Care Professional.

**17A.7 Vaccines and immunisations: exception for private arrangements**

17A.7.1 Nothing in this clause 17A applies in relation to the offer or administration of any vaccine or immunisation to a Patient under a private arrangement."

## Clause 26A

3. After clause 26.5, **insert** the following:

“26A           **Patients who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption**

26A.1           Subject to clause 26A.6, the Contractor must respond to a valid Exemption Confirmation Request.

26A.2           An Exemption Confirmation Request:

26A.2.1           is a request to confirm whether a relevant Patient (“P”), for clinical reasons:

26A.2.1.1           should neither be tested for Coronavirus nor vaccinated with an Authorised Vaccine; or

26A.2.1.2           should not be vaccinated with an Authorised Vaccine; and

26A.2.2           is valid if it is made in accordance with the process approved by the Secretary of State.

26A.3           An Exemption Confirmation Request may be made by:

26A.3.1           P; or

26A.3.2           where P is a person to whom clause 26A.4 applies, an Appropriate Person acting on behalf of P.

26A.4           This clause applies to a person if they:

26A.4.1           are a child; or

26A.4.2           lack the capacity to make a request under clause 26A.1.

26A.5           The Contractor must respond to a valid Exemption Confirmation Request:

- 26A.5.1 free of charge to P or the Appropriate Person; and
  - 26A.5.2 by recording its response on an information hub using a method approved by the Secretary of State.
- 26A.6 The Contractor is not required to respond to a valid Exemption Confirmation Request if:
- 26A.6.1 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:
    - 26A.6.1.1 engaged or employed by the Contractor;
    - 26A.6.1.2 in the case of a contract with two or more persons practising in partnership, one of those persons; or
    - 26A.6.1.3 in the case of a contract with a company limited by shares, one of the persons legally or beneficially owning shares in that company; and
  - 26A.6.2 that medical condition is not one to which clause 26A.7 applies.
- 26A.7 This clause applies to a medical condition if no person with that condition should be:
- 26A.7.1 tested for Coronavirus or vaccinated with an Authorised Vaccine; or
  - 26A.7.2 vaccinated with an Authorised Vaccine.
- 26A.8 In this clause 26A:
- “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); and

“Relevant Patient” means:

- (a) a registered Patient; or
- (b) a Temporary Resident.”

## Clause 27

4. In **clause 27.4A**, **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*”.

## Clause 29A

5. After clause 29.12, **insert** the following:

### **“29A Record of Ethnicity Information**

- 29A.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”).

- 29A.2 If P, or where P is a person to whom clause 29A.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.
- 29A.3 If P, or where P is a person to whom clause 29A.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.
- 29A.4 This clause applies to a person if they:
- 29A.4.1 are a Child; or
  - 29A.4.2 lack the capacity to respond to the Relevant Request.
- 29A.5 Any information recorded in accordance with this clause may only be processed if the processing is necessary for medical purposes.
- 29A.6 Nothing in this clause 29A authorises the Processing of Personal Data in a manner inconsistent with any provision of the Data Protection Legislation.
- 29A.7 In this clause 29A:
- "Data Protection Legislation" , "Personal Data" and "Processing" have the same meanings as in the Data Protection Act 2018 (see section 3 of that Act);
  - "Medical Purposes" has the meaning given for the purposes of section 251 of the 2006 Act."

## **Clause 30**

6. **Replace clause 30.2** with the following:

“30.2 In clauses 30.1 to 30.2:

“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 29A or any information about ethnicity provided under clause 33ZC) taken from the Patient's electronic record; and

“summary information” means items of Patient data that comprise the Summary Care Record.”.

## Clause 31A

7. After clause 31.3, **insert** the following:

### “31A **Transfer of patient records between GP practices: time limits**

31A.1 This clause applies where:

31A.1.1 a Patient on the Contractor's list of Patients has registered with another provider of Primary Medical Services; and

31A.1.2 the Contractor receives a request from that provider for the complete records relating to that Patient.

31A.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:

31A.2.1 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 31; and

31A.2.2 send to the Board in accordance with clause 29.9, the

complete records, or any part of the records:

31A.2.2.1 for which the Contractor does not receive a Confirmation; or

31A.2.2.2 held only in paper form.

31A.3 In this regulation:

“Confirmation” , in relation to records sent via the GP2GP Facility, means Confirmation of safe and effective transfer via that facility;

“GP2GP Facility” has the same meaning as in clause 31.2.”.

## Clause 33

8. Replace clause 33.7 with the following:

“33.7 The Contractor must also promote and offer to its Registered Patients the facility referred to in clauses 33.1.1 and 33.1.2 on the home page (or equivalent) of its Practice Website or Online Practice Profile.”.

## Clause 33ZC

9. After clause 33ZB.2.2, **insert** the following:

**“33ZC Patient online services: providing and updating personal or contact information**

33ZC.1 The 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 33ZC.2.

33ZC.2 A facility meets the condition in this clause if it enables:

33ZC.2.1 P; or

33ZC.2.2 where P is a person to whom clause 33ZC.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.

33ZC.3 This clause applies to a person if they:

33ZC.3.1 are a Child; or

33ZC.3.2 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.

33ZC.4 For the purposes of this clause, P's personal and contact information is:

33ZC.4.1 their name;

33ZC.4.2 their ethnicity;

33ZC.4.3 their address;

33ZC.4.4 their telephone number or mobile telephone number (if any); and

33ZC.4.5 their electronic mail address (if any).

**33ZD Patient online services: provision of an online consultation tool**

33ZD.1 The Contractor must offer and promote an Online Consultation Tool to its registered Patients.

33ZD.2 An Online Consultation Tool is an online facility provided using Appropriate Software:

33ZD.2.1 through which:

33ZD.2.1.1 a Patient; or

33ZD.2.1.2 where the Patient is a person to

whom clause 33ZD.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

33ZD.2.2 which does not require the response to be given by the Contractor in real time.

33ZD.3 An Online Consultation Tool may incorporate:

33ZD.3.1 any of the facilities which the Contractor is required to offer under clauses 33 to 33ZC; or

33ZD.3.2 the communication method which the Contractor is required to offer under clause 33ZE.

33ZD.4 This clause applies to a person if they:

33ZD.4.1 are a Child; or

33ZD.4.2 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.

### **33ZE Secure electronic communications**

33ZE.1 The Contractor must:

33ZE.1.1 offer and promote to its registered Patients a Relevant Electronic Communication Method; and

33ZE.1.2 use the Relevant Electronic Communication Method to communicate with:

33ZE.1.2.1 a registered Patient; or

33ZE.1.2.2 where the registered Patient is a

person to whom clause 33ZE.4 applies, an Appropriate Person acting on behalf of the Patient.

33ZE.2 But clause 33ZE.1.2 does not require the Contractor to use the Relevant Electronic Communication Method where:

33ZE.2.1 it would not be clinically appropriate to do so for the Patient on that occasion; or

33ZE.2.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

33ZE.3 For the purposes of this regulation, a “Relevant Electronic Communication Method” is a method of electronic communication which is provided using Appropriate Software and which can be used:

33ZE.3.1 by the Contractor to respond, in Writing in electronic form, to requests made through the Online Consultation Tool; and

33ZE.3.2 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.

33ZE.4 This clause applies to a person if they:

33ZE.4.1 are a Child; or

33ZE.4.2 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.

### **33ZF Video Consultations**

33ZF.1 The Contractor must offer and promote to its registered Patients the facility of participating in their consultations with the Contractor by video conference provided using Appropriate Software (“Video

Consultations”).

33ZF.2 But clause 33ZF.1 does not require the Contractor to offer a Patient a Video Consultation where:

33ZF.2.1 it would not be clinically appropriate to do so for the Patient on that occasion; or

33ZF.2.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

33ZF.3 The Contractor must not be party to a contract or other arrangement under which the software mentioned in clause 33ZF.1 is provided unless:

33ZF.3.1 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

33ZF.3.2 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.

**33ZG Meaning of appropriate software for the purposes of clauses 33ZD, 33ZE and 33ZF**

33ZG.1 For the purposes of clauses 33ZD, 33ZE and 33ZF software which is used to provide a method of communication or facility (as the case may be) is appropriate if the software meets:

33ZG.1.1 the requirements in the GPIT Operating Model relevant to that software; or

33ZG.1.2 requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

33ZG.2 In this clause 33ZG “GPIT Operating Model” means the document published by the Board which sets out the commissioning framework for the provision of general practice digital services.”.

## Clause 37.5A

10. After clause 37.5.2.4, **insert** the following:

“37.5A The Contractor must also ensure there are links on its Practice Website or Online Practice Profile which direct people to:

37.5A.1 its Online Consultation Tool; and

37.5A.2 the symptom checker and self-care information available on the NHS website.

37.5B The links mentioned in clause 37.5A must be displayed prominently on the home page (or equivalent) of its Practice Website or Online Practice Profile (as the case may be).”

## Clause 38.7A

11. After clause 38.7, **insert** the following:

“38.7A **Disclosure of information about NHS Earnings: Contractors and Sub-Contractors**

38.7A.1 If the Contractor is an individual Medical Practitioner, the Contractor must comply with the Disclosure Obligation for each Relevant Financial Year in which:

38.7A.1.1 they are a Contractor; and

38.7A.1.2 their NHS Earnings exceed the Relevant Threshold.

38.7A.2 If the Contractor is a partnership, each Partnership Member must comply with the Disclosure Obligation for each Relevant Financial Year in which:

38.7A.2.1 the partnership is a Contractor; and

38.7A.2.2 the Partnership Member's NHS Earnings exceed the Relevant Threshold.

38.7A.3 In this clause 38.7A:

38.7A.3.1 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:

38.7A.3.1.1 I's name;

38.7A.3.1.2 I's job title;

38.7A.3.1.3 the details of each organisation from which I has derived NHS Earnings in that financial year; and

38.7A.3.1.4 the amount of I's NHS Earnings for that financial year;

38.7A.3.2 "Relevant Financial Year" means a financial year ending:

38.7A.3.2.1 on or after 31 March 2020; but

38.7A.3.2.2 on or before 31 March 2024;

38.7A.3.3 "Relevant Threshold" means:

38.7A.3.3.1 for the financial year ending on 31 March 2020, £150,000;

38.7A.3.3.2 for the financial year ending on 31 March 2021, £153,000;

38.7A.3.3.3 for the financial year ending on 31 March 2022, £156,000;

38.7A.3.3.4 for the financial year ending on 31 March 2023, £159,000;

38.7A.3.3.5 for the financial year ending on 31 March 2024, £163,000.

38.7A.4 For the purposes of sub-clause 38.7A.3.1 “the Disclosure Date” is:

38.7A.4.1 in relation to the financial year ending 31 March 2020, 12 November 2021;

38.7A.4.2 in relation to any subsequent financial year, 30 April in the financial year which begins immediately after the end of the Next Financial Year.

38.7A.5 For the purposes of clause 38.7A.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).

38.7A.6 The Contractor must not sub-contract any of its obligations to provide clinical services under the Contract unless:

38.7A.6.1 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;

38.7A.6.2 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;

38.7A.6.3 in all cases, the sub-contract prohibits the Sub-Contractor ("S") from sub-contracting, where permitted by clause 27.4A, any of the clinical services S has agreed with the Contractor to provide under the sub-contract unless:

38.7A.6.3.1 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;

38.7A.6.3.2 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.

38.7A.7 The Contractor must use reasonable endeavours to ensure that any Relevant Sub-Contract is amended to contain the terms specified in clause 38.7A.9.

38.7A.8 For the purposes of clause 38.7A.7 "Relevant Sub-Contract" means a sub-contract:

38.7A.8.1 for the provision of any of the clinical services which the Contractor is required to provide under the Contract by any other person; and

38.7A.8.2 which is in force at the time when this clause comes into force.

38.7A.9 The terms are:

38.7A.9.1 a term which requires:

38.7A.9.1.1 the Sub-Contractor ("S"), where S is an individual; or

38.7A.9.1.2 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

38.7A.9.2 a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by clause 27.4A; unless:

38.7A.9.2.1 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;

38.7A.9.2.2 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.

38.7A.10 Nothing in clauses 38.7A.6, 38.7A.7, or 38.7A.9 requires any individual to comply with the Disclosure Obligation for any Relevant Financial Year which:

38.7A.10.1 ends before the individual or partnership (as the case may be) enters into a sub-contract with the Contractor or a Sub-Contractor;

38.7A.10.2 begins after the individual's, or, as the case may be, partnership's, sub-contract with the Contractor or Sub-Contractor has terminated.

38.7A.11 In this clause 38.7A:

"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 38.7B;

"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 27.1, 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.

### **38.7B Calculation of NHS Earnings for the purposes of clause 38.7A**

38.7B.1 This clause sets out how an individual's NHS Earnings are to be calculated for the purposes of clause 38.7A.

- 38.7B.2 An individual's NHS Earnings for a Relevant Financial Year are those earnings which constitute Relevant Income in respect of that financial year.
- 38.7B.3 In this clause 38.7B "Relevant Income":
- 38.7B.3.1 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 38.7B.4, in respect of the financial year in question;
- 38.7B.3.2 in relation to a person ("P") who is an Active Member of the Scheme and a Locum Practitioner, means:
- 38.7B.3.2.1 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
- 38.7B.3.2.2 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 38.7B.4, if P had been a Medical Practitioner but not a Locum Practitioner;

38.7B.3.3 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 38.7B.4, if P had been:

38.7B.3.3.1 an Active Member of the Scheme; and

38.7B.3.3.2 a Medical Practitioner or Non-GP Provider.

38.7B.4 For the purposes of determining a person’s Relevant Income under sub-clauses 38.7B.3.1, 38.7B.3.2.2 or 38.7B.3.3, Schedule 10 to the NHS Pensions Regulations applies as if the following provisions of that Schedule were omitted:

38.7B.4.1 paragraph 2(1)(b) and the “and” immediately preceding it;

38.7B.4.2 paragraph 3; and

38.7B.4.3 paragraph 7.

38.7B.5 In this clause 38.7B:

“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 38.7A; and

“the Scheme” means the National Health Service Pension Scheme established by the NHS Pension Scheme Regulations.”.

**12. Replace clause 38.22.2 with:**

“38.22.2 where applicable in the case of a Patient, record the fact that the Patient is the holder of a document:

38.22.2.1 which is:

38.22.2.1.1 a European Health Insurance Card;

38.22.2.1.2 an S1 Healthcare Certificate<sup>1</sup>; or

38.22.2.1.3 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, is treated as equivalent to a document referred to in sub-clause 38.22.2.1.1 (“EHIC Equivalent Document”) or sub-clause 38.22.2.1.2 (“S1 Equivalent Document”); and

38.22.2.2 which has not been issued to or in respect of the Patient by the United Kingdom.”.

## **Clause 38**

**13. In clause 38.23.1:**

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

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

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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.

14. In **clause 38.25**:

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

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

15. After clause 32, **insert** the following:

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

38.31 The 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.”

## **Clause 52A**

16. In **clause 52A.1.1**, **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*”.

## **Schedule 1**

17. In **Part 2** of **Schedule 1**, if **paragraph 1.22** has been included (i.e. prior to the variation the contract includes Minor Surgery):

17.1. **Replace** the heading of **Part 2** of **Schedule 1** with:

**“Part 2 – Minor Surgery”;**

17.2. **Replace paragraphs 1.1 to 1.4** with:

“1.1 The Contractor must provide such facilities and equipment as are necessary to enable it properly to perform Minor Surgery.

1.2 The Contractor must provide 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.

1.3 The Contractor shall provide Minor Surgery to:

1.3.1 its Registered Patients; and

1.3.2 persons accepted by it as Temporary Residents.”; and

17.3. **Delete paragraphs 1.5 to 1.23** (including the headings).

18. In **Part 2 of Schedule 1**, if **paragraph 1.22** has not been included (i.e. prior to the variation the contract does not include Minor Surgery), **delete Part 2 of Schedule 1** (including the headings).

## Schedule 4

19. In **paragraph 5A.1**, replace:

“where:

(a) it is clinically appropriate to do so for that patient on that occasion; and

(b) the patient consents.”

with:

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

## Schedule 5

20. In paragraph 3.2.1, **replace**:

“paragraph 5”

with:

“paragraphs 5, 31, 32, 16A.4 and 16A.6”.

21. After paragraph 5.6, **insert** the following:

“5.7 This paragraph 5 is subject to paragraph 16A.”.

22. After paragraph 6.4.2, **insert** the following:

“6.5 This paragraph 6 is subject to paragraph 16A.” .

23. In **paragraph 8.1**, **replace**:

“paragraphs 5 and 6”

with:

“paragraphs 5, 6, 16A.4, 16A.5, 16A.6, or 16A.7”.

24. In **paragraph 11.1B.1**, **replace** the words “*direction 8 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020*” with the words “*direction 6 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021*”.

25. After paragraph 16.5.2, **insert** the following:

“16A           **List of patients: Crown Servants posted overseas and their family members**

16A.1           **Meaning of “Qualifying Person”**

16A.1.1       A person (“P”) is a Qualifying Person for the purposes of paragraph 16A if:

16A.1.1.1 P is returning, or has returned, to the United Kingdom; and

16A.1.1.2 paragraph 16A.1.2, 16A.1.3, 16A.1.4 or 16A.1.5 applies to P.

16A.1.2 This paragraph applies to P if:

16A.1.2.1 P is a Civil Servant who is, or, immediately before their return to the United Kingdom, was, posted overseas; or

16A.1.2.2 where P is returning, or has returned, to the United Kingdom for more than three months, P:

16A.1.2.2.1 was a Civil Servant who was posted overseas; and

16A.1.2.2.2 is returning, or has returned, to the United Kingdom (other than temporarily) for the first time since ceasing to be a Civil Servant.

16A.1.3 This paragraph applies to P if P:

16A.1.3.1 is a relevant family member of a person to whom paragraph 16A.1.2 applies ("R"); and

16A.1.3.2 is, or, immediately before their return to the United Kingdom, was, accompanying R on the posting mentioned in that paragraph 16A.1.2.

16A.1.4 This paragraph applies to P if P:

16A.1.4.1 is a relevant family member of a Civil Servant ("C") who:

16A.1.4.1.1 is posted overseas; or

16A.1.4.1.2 where C is deceased, was at the time of their death posted overseas; and

16A.1.4.2 is, or, immediately before their return to the United Kingdom, was, accompanying C on the posting mentioned in sub-paragraph 16A.1.4.1.1.

16A.1.5 This paragraph applies to P if:

16A.1.5.1 P is a relevant family member of a person (“M”) who;

16A.1.5.1.1 is a member of the armed forces of the Crown who is, or, immediately before their return to the United Kingdom, was, posted overseas;

16A.1.5.1.2 where M is returning, or has returned, to the United Kingdom for more than three months:

16A.1.5.1.2.1 was a member of the armed forces of the Crown who was posted overseas; and

16A.1.5.1.2.2 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

16A.1.5.1.3 where M is deceased, was at the time of their death a member of the armed forces of the Crown posted overseas; and

16A.1.5.2 P is, or, immediately before their return to the United Kingdom, was, accompanying M on the posting mentioned in sub-paragraph 16A.1.5.1.2.1.

16A.1.6 In this paragraph 16A.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.

16A.1.7 For the purposes of this paragraph 16A.1 “Relevant Family Member”, in relation to a Crown Servant (including a Crown Servant who is deceased) (“C”), means:

16A.1.7.1 C’s spouse or civil partner;

16A.1.7.2 a person whose relationship with C has the characteristics of a relationship between spouses or civil partners;

16A.1.7.3 C’s former spouse or former civil partner;

16A.1.7.4 a person whose relationship with C had the characteristics of a relationship between spouses or civil partners but which has ended (for any reason);

16A.1.7.5 C’s widow, widower or surviving civil partner; or

16A.1.7.6 a Dependent Child.

16A.1.8 For the purposes of sub- paragraph 16A.1.7.6, a person is a “Dependent Child” of a Crown Servant if they are a Child of the Crown Servant and:

16A.1.8.1 they:

16A.1.8.1.1 have not, or, when they departed the United Kingdom, had not, attained the Relevant Age; and

16A.1.8.1.2 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

16A.1.8.2 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).

16A.1.9 For the purposes of sub-paragraph 16A.1.8.1.1 “Relevant Age”:

16A.1.9.1 in relation to a Child of a Civil Servant, means the age of 21;

16A.1.9.2 in relation to a Child of a member of the armed forces of the Crown, means the age of 25.

16A.2 **Qualifying Persons to be treated as previous patients of contractors**

16A.2.1 For the purposes of paragraph 16A, a Qualifying Person (“P”) is required to be treated as a previous Patient of the Contractor if:

16A.2.1.1 where paragraph 16A.1.2 applies to P, P was removed from the Contractor’s, or a Predecessor Contractor’s, list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.2 or a previous overseas posting;

16A.2.1.2 where paragraph 16A.1.3 applies to P, R (within the meaning of that paragraph) was removed from the Contractor’s, or a Predecessor Contractor’s, list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.2 or a previous overseas posting;

16A.2.1.3 where paragraph 16A.1.4 applies to P, C (within the meaning of that paragraph) was removed from the Contractor's, or a Predecessor Contractor's list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.4 or a previous overseas posting;

16A.2.1.4 where paragraph 16A.1.5 applies to P, P was removed from the Contractor's, or a Predecessor Contractor's, list of Patients under paragraph 14.1.1 or 14.1.4 following P accompanying M (within the meaning of paragraph 16A.1.5) on the posting mentioned in paragraph 16A.1.5 or on a previous overseas posting.

16A.2.2 For the purposes of this paragraph, a Contractor ("A") is a Predecessor Contractor in relation to another Contractor ("B") if B assumes any of the obligations of A to provide services which were originally provided by A under A's contract.

### 16A.3 **General interpretation of paragraph 16A**

16A.3.1 In paragraph 16A:

"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 paragraph 16A.1;

"Relevant Family Member" has the meaning given in paragraph 16A.1.

16A.3.2 For the purposes of paragraph 16A, a Crown Servant is posted overseas if:

16A.3.2.1 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

16A.3.2.2 they were, immediately before their posting or the first of consecutive postings, ordinarily resident in the United Kingdom.

16A.3.3 For the purposes of paragraph 16A, 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:

16A.3.3.1 are returning, or have returned, to the United Kingdom; and

16A.3.3.2 departed the United Kingdom on the day on which they became a relevant family member of the Crown Servant.

16A.3.4 For the purposes of paragraph 16A, 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.

16A.4 **Crown Servants and family members returning to the United Kingdom for more than three months: inclusion in list of original or successor practice**

16A.4.1 Subject to paragraph 16A.4.4, the Contractor must include a Qualifying Person (“P”) in the Contractor’s list of patients if:

16A.4.1.1 P is not registered as a Patient with a provider of Primary Medical Services;

16A.4.1.2 P is required to be treated as a previous Patient of the Contractor;

16A.4.1.3 P is returning, or has returned, to the United Kingdom for a period of more than three months; and

16A.4.1.4 either:

16A.4.1.4.1 P makes an application for inclusion in the Contractor's list of Patients (a "List Application"); or

16A.4.1.4.2 where P is a person to whom paragraph 16A.4.2 applies, a List Application is made on their behalf by an Appropriate Person.

16A.4.2 This paragraph applies to a person if they:

16A.4.2.1 have not attained the age of 16 years; or

16A.4.2.2 lack the capacity to make a List Application or to authorise a person to make such an application on their behalf.

16A.4.3 For the purposes of paragraph 16A.4.1 it does not matter whether the Contractor's list of Patients is open or closed.

16A.4.4 A List Application:

16A.4.4.1 may be made on or after the date which is one month before the Planned Return Date; but

16A.4.4.2 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.

16A.4.5 Paragraph 14.1.1 or 14.1.4 does not apply in respect of a Qualifying Person who is included in the Contractor's list of Patients by virtue of paragraph 16A.4.1 before their return to the United Kingdom.

- 16A.4.6 Where the Contractor accepts a List Application, the Contractor:
- 16A.4.6.1 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
  - 16A.4.6.2 is not required to provide Primary Medical Services to the Qualifying Person before they return to the United Kingdom.
- 16A.4.7 The Board must, on receipt of a notice given under sub-paragraph 16A.4.6.1:
- 16A.4.7.1 include the Qualifying Person in the Contractor's list of Patients from The Relevant Date; and
  - 16A.4.7.2 give notice in Writing to the Qualifying Person or the Appropriate Person (as the case may be) of the acceptance.
- 16A.4.8 For the purposes of paragraph 16A.4.7.1 "The Relevant Date" is:
- 16A.4.8.1 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-paragraph 16A.4.7.1;
  - 16A.4.8.2 where the relevant List Application is made before a person's return to the United Kingdom, the later of:
    - 16A.4.8.2.1 the planned return date; and
    - 16A.4.8.2.2 the date on which the Board receives the notice given under sub-paragraph 16A.4.7.1.
- 16A.4.9 This paragraph 16A.4 is subject to paragraph 16A.8.

16A.5 **Persons returning to the United Kingdom for three months or less: temporary registration with original or successor practice**

16A.5.1 The Contractor must accept a Qualifying Person to whom paragraph 16A.5.2 applies (“P”) as a temporary resident provided that the Contractor is satisfied that:

16A.5.1.1 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

16A.5.1.2 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.

16A.5.2 This paragraph applies to a Qualifying Person if:

16A.5.2.1 they are returning, or have returned, to the United Kingdom for a period of more than 24 hours but not more than three months;

16A.5.2.2 they are required to be treated as a previous Patient of the Contractor; and

16A.5.2.3 either:

16A.5.2.3.1 they make an application to be accepted as a Temporary Resident by the Contractor (a “Temporary Resident Application”); or

16A.5.2.3.2 where they are a person to whom paragraph 16A.5.3 applies, a Temporary Resident Application is made on their behalf by an Appropriate Person.

- 16A.5.3 This paragraph applies to a person if they:
- 16A.5.3.1 have not attained the age of 16 years; or
  - 16A.5.3.2 lack the capacity to make a Temporary Resident Application or to authorise a person to make such an application on their behalf.
- 16A.5.4 For the purposes of paragraph 16A.5.1 it does not matter whether the Contractor's list of Patients is open or closed.
- 16A.5.5 A Temporary Resident Application may be made on or after the date which falls one month before the planned return date.
- 16A.5.6 Where the Contractor accepts a Temporary Resident Application, the Contractor's responsibility for the relevant Qualifying Person does not begin until the Relevant Date.
- 16A.5.7 Where the Contractor wants to terminate its responsibility for a Qualifying Person accepted by it as a temporary resident under this paragraph before the end of the Temporary Residence Period:
- 16A.5.7.1 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
  - 16A.5.7.2 the Contractor's responsibility for the Qualifying Person is to cease seven days after the date on which the notice mentioned in sub-paragraph 16A.5.7.1 is given.
- 16A.5.8 The Contractor must give notice in Writing to the Board of its acceptance of a Qualifying Person as a Temporary Resident:
- 16A.5.8.1 at the end of the period of three months beginning with the Relevant Date; or
  - 16A.5.8.2 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 paragraph 16A.5.8.1, at the end of that period.

16A.5.9 In this paragraph 16A.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.

16A.5.10 Reserved.

16A.5.11 This paragraph 16A.5 is subject to paragraph 16A.8.

16A.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**

16A.6.1 The Contractor must, if the Contractor’s list of Patients is open, include a Qualifying Person (“P”) in the Contractor’s list of Patients if:

16A.6.1.1 P is not registered as a Patient with a provider of Primary Medical Services;

- 16A.6.1.2 P is returning, or has returned, to the United Kingdom for a period of more than three months;
- 16A.6.1.3 P is not required to be treated as a previous Patient of the Contractor; and
- 16A.6.1.4 either:
  - 16A.6.1.4.1 P makes an application for inclusion in that list (a “List Application”); or
  - 16A.6.1.4.2 where P is a person to whom paragraph 16A.6.2 applies, a List Application is made on their behalf by an Appropriate Person.
- 16A.6.2 This paragraph applies to a person if they:
  - 16A.6.2.1 have not attained the age of 16 years; or
  - 16A.6.2.2 lack the capacity to make a list application or to authorise a person to make such an application on their behalf.
- 16A.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.
- 16A.6.4 Where the Contractor’s list of Patients is closed, the Contractor may, by virtue of this paragraph, accept a List Application if the applicant is an immediate family member of a registered Patient.
- 16A.6.5 Paragraph 14.1.1 or 14.1.4 does not apply in respect of a Qualifying Person who is included in the Contractor’s list of Patients by virtue of paragraph 16A.6.1 before their return to the United Kingdom.
- 16A.6.6 Where the Contractor accepts a List Application, the Contractor:

- 16A.6.6.1 must give notice in Writing to the Board of that acceptance (including the Planned Return Date) as soon as possible; but
  - 16A.6.6.2 is not required to provide Primary Medical Services to the Qualifying Person before they return to the United Kingdom.
- 16A.6.7 The Board must, on receipt of a notice given under sub-paragraph 16A.6.6.1:
- 16A.6.7.1 include the Qualifying Person in the Contractor's list of Patients from the Relevant Date; and
  - 16A.6.7.2 give notice in Writing to the Qualifying Person or the Appropriate Person (as the case may be) of the acceptance.
- 16A.6.8 For the purposes of sub-paragraph 16A.6.7.1 "The Relevant Date" is the later of:
- 16A.6.8.1 the date on which the Board receives the notice given under sub-paragraph 16A.6.6.1; and
  - 16A.6.8.2 the Planned Return Date.
- 16A.6.9 This paragraph is subject to paragraph 16A.8.
- 16A.7 **Crown Servants and family members returning to the United Kingdom for three months or less: temporary registration with new practice**
- 16A.7.1 The Contractor must, if the Contractor's list of Patients is open, accept a Qualifying Person to whom paragraph 16A.7.2 applies ("P") as a temporary resident provided that the Contractor is satisfied that:
- 16A.7.1.1 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

16A.7.1.2 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.

16A.7.2 This paragraph applies to a Qualifying Person if:

16A.7.2.1 they are returning, or have returned, to the United Kingdom for a period of at least 24 hours but not more than three months;

16A.7.2.2 they are not required to be treated as a previous Patient of the Contractor; and

16A.7.2.3 either:

16A.7.2.3.1 they make an application to be accepted as a Temporary Resident by the Contractor (a "Temporary Resident Application"); or

16A.7.2.3.2 where they are a person to whom paragraph 16A.7.3 applies, a temporary resident application is made on their behalf by an appropriate person.

16A.7.3 This paragraph applies to a person if they:

16A.7.3.1 have not attained the age of 16 years; or

16A.7.3.2 lack the capacity to make a Temporary Resident Application or to authorise a person to make such an application on their behalf.

- 16A.7.4 A Temporary Resident Application may be made on or after the date which falls one month before the Planned Return Date.
- 16A.7.5 Where the Contractor accepts a Temporary Resident Application, the Contractor's responsibility for the relevant Qualifying Person does not begin until the Relevant Date.
- 16A.7.6 Where the Contractor wants to terminate its responsibility for a Qualifying Person accepted by it as a Temporary Resident under this paragraph before the end of the Temporary Residence Period:
- 16A.7.6.1 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
  - 16A.7.6.2 the Contractor's responsibility for the Qualifying Person is to cease seven days after the date on which the notice mentioned in sub-paragraph 16A.7.6.1 is given.
- 16A.7.7 The Contractor must give notice in Writing to the Board of its acceptance of the Qualifying Person as a Temporary Resident:
- 16A.7.7.1 at the end of the period of three months beginning with the Relevant Date; or
  - 16A.7.7.2 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-paragraph 16A.7.7.1, at the end of that period.
- 16A.7.8 In this paragraph:
- "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.

16A.7.9 Reserved.

16A.7.10 This paragraph 16A.7 is subject to paragraph 16A.8.

**16A.8 Refusal of an application under paragraphs 16A.4 to 16A.7**

16A.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.

16A.8.2 The reasonable grounds referred to in paragraph 16A.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:

16A.8.2.1 the Contractor’s Practice Area; or

16A.8.2.2 the outer boundary area (the area referred to in paragraph 2.2).

16A.8.3 Where the 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.

16A.8.4 For the purposes of paragraph 16A.8.3, the “Relevant Person” is:

16A.8.4.1 the applicant; or

16A.8.4.2 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.

16A.8.5 The Contractor must:

16A.8.5.1 keep a written record of:

16A.8.5.1.1 the refusal of any List Application; and

16A.8.5.1.2 its reasons for that refusal; and

16A.8.5.2 make such records available to the Board on request.

16A.8.6 In this paragraph 16A.8:

“List Application” means an application under paragraph 16A.4 or 16A.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 paragraph 16A.5 or 16A.7.”.

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: