
DIRECTIONS

NATIONAL HEALTH SERVICE, ENGLAND

Personal Medical Services Agreements (Payments for Specific Purposes) Directions 2013

The Secretary of State for Health, in exercise of the powers conferred by sections 94(4), 98A 272(7) and (8) and 273(1) of the National Health Service Act 2006(a), gives the following Directions.

PART 1

General

Citation, commencement and application

1.—(1) These Directions may be cited as the Personal Medical Services Agreements (Payments for Specific Purposes) Directions 2013 and come into force on 1st April 2013.

(2) These Directions are given to the Board.

Interpretation

2. In these Directions—

“the 2006 Act” means the National Health Service Act 2006;

“2005 Directions” mean the Personal Medical Services Agreements (Payments for Specific Purposes) Directions 2005(b);

“the Board” means the National Health Service Commissioning Board(c);

“contractor” means a person or persons other than the Board who is a party, or are parties, to the PMS agreement;

“employed or engaged”, in relation to a general practitioner’s relationship with a contractor, includes—

(a) a sole practitioner who is the contractor;

(b) a general practitioner who is a shareholder in a company limited by shares and that company is a contractor;

“full-time” means, in relation to a performer of primary medical services with a contract of employment, a contractual obligation to work for at least 37½ hours per normal working week, and the hours total may be made up of surgeries, clinics, administrative work in

(a) 2006 c.41. By virtue of section 271(1) of the 2006 Act, the powers exercised in making these Directions are exercisable by the Secretary of State only in relation to England. Section 94 is amended by sections 28(2) and 55(1) of, and paragraph 38 of Schedule 4 to, the Health and Social Care Act 2012 (c.7) (“the 2012 Act”). Section 98A is inserted by section 49(1) of the 2012 Act.

(b) These Directions were signed on 30th March 2005. The Directions were amended by the Personal Medical Services Agreements (Payments for Specific Purposes) (Amendment) Directions 2006, which were signed on 18th December 2006.

(c) The National Health Service Commissioning Board is established by section 1H of the 2006 Act. Section 1H is inserted by section 9 of the 2012 Act.

connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services;

“general practitioner” means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;

“GP performer” means a general practitioner—

- (a) whose name is included in the medical performers list which is prepared, maintained and published by the Board in accordance with regulation 3(1)(a) of the National Health Service (Performers Lists) (England) Regulations 2013; and
- (b) who performs medical services under a PMS agreement, and who is—
 - (i) a contractor; or
 - (ii) an employee of a contractor;

“part-time” means, in relation to a performer of primary medical services with a contract of employment, a contractual obligation to work for less than 37½ hours per normal working week, and the hours total may be made up of surgeries, clinics, administrative work in connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services;

“PMS agreement” means an agreement for primary medical services made under section 92 (arrangements by the Board for the provision of primary medical services) of the 2006 Act;

“Primary Care Trust” means, the Primary Care Trust which was a party to the PMS agreement immediately before the coming into force of section 34 (abolition of Primary Care Trusts) of the Health and Social Care Act 2012;

“quarter” means a quarter of the financial year;

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

“time commitment fraction” is the fraction produced by dividing a performer of primary medical services’ actual working commitment by 37½ hours (the hours total may be made up of surgeries, clinics, administrative work in connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services).

PART 2

Flexible Career Scheme

3. The Flexible Careers Scheme is an established Scheme for certain part-time doctors. It is managed by Health Education England. Contractors are eligible for contractor payments under this Scheme, but will also receive payments to be forwarded to doctors.

Flexible Careers Scheme contractor payments

4. The Board must pay to a contractor under its PMS agreement a Flexible Career Scheme (“FCS”) contractor payment if—

- (a) it employs a part-time doctor who is a member of the FCS; and
- (b) that FCS doctor performs primary medical services under the PMS agreement, as a general practitioner, with a working commitment that generates a time commitment

(a) Section 87 is amended by section 55(1) of, and paragraph 33 of Schedule 4 to, the Health and Social Care Act 2012.

fraction of at least one fifth but not more than five ninths, except that the doctor may also work—

- (i) an additional 28 hours, during the membership year, of funded education time for personal and professional development, and
- (ii) a limited amount of additional time in the National Health Service, with the approval of Health Education England.

5. For the purposes of the calculation of a time commitment in direction 4(b), the following periods of leave are discounted—

- (a) annual leave up to a maximum of six weeks pro rata (compared to full-time);
- (b) maternity, paternity, parental or adoption leave endorsed by the Board;
- (c) sickness leave endorsed by the Board;
- (d) special leave in an emergency, which is granted in accordance with employment law guidance issued by the Department for Business, Innovation and Skills; and
- (e) other special leave for pressing personal or family reasons, endorsed by the Board.

Amount of FCS contractor payments

6. The Board will need to obtain from the contractor at the end of each quarter a return of the actual cost to the contractor, rounded to the nearest pound, of it employing the FCS doctor while that doctor is a member of the FCS. This is—

- (a) to include salary, national insurance contributions and NHS Pension Scheme employer's superannuation contributions (where these are paid by the contractor);
- (b) not to include costs relating to any additional work the FCS doctor is permitted, with the approval of Health Education England, to undertake outside the FCS.

7. A percentage of that amount is then payable as the contractor's FCS contractor payment, as calculated (subject to the following provisions of this Part) in accordance with the following table—

Table

<i>In respect of FCS doctors</i>	
Year 1	50%
Year 2	25%
Year 3	10%

8. For these purposes—

- (a) the qualifying date for the first payment, and so the start of the doctor's first year in the Scheme, is the date the doctor joins the Scheme;
- (b) if, in relation to any period of leave referred to in direction 5, Health Education England reasonably determines that, for exceptional reasons, the year of membership of the FCS in which the period of leave started should be extended, that year of membership shall not be taken to have elapsed until a full year has elapsed from the start of that year of membership, discounting the period of leave, and that doctor's qualifying date for payments must be adjusted accordingly; and
- (c) if the quarterly return relates to costs incurred in respect of different years of membership of the FCS, the contractor must specify which costs relate to which year of membership of the Scheme.

Amount of FCS doctor payments

9. Subject to the following provisions of this Part, if a contractor is eligible for a FCS contractor payment, the Board must also pay to the contractor under its PMS agreement, in respect of the doctor who is a member of the FCS—

- (a) an annual FCS Doctor Payment of £1,050; and
- (b) a payment to cover the amount of any employer's national insurance contributions which are payable by the contractor in respect of that FCS doctor payment.

Payments in respect of part years

10. If—

- (a) an FCS doctor's membership of the FCS ceases during a year of membership; or
- (b) an FCS doctor moves to a new employer during a year of membership of the FCS but remains a member of the FCS,

the amount of the FCS Doctor Payment payable to the contractor is to be adjusted by multiplying the amount of the payment otherwise payable by the following fraction: the number of days for which the FCS doctor is contracted to work for the contractor during the membership year, divided by 365 (or 366 where the membership year includes 29th February) – and any payment of employer's national insurance contributions under direction 9(b) is to be adjusted accordingly.

Payments in respect of educational sessions

11. In respect of each of up to eight educational sessions attended in a year of membership of the FCS by an FCS doctor, and on the basis of a return from the contractor at the end of each quarter, the Board must reimburse the contractor who employs the FCS doctor under its PMS agreement for—

- (a) the actual costs of employing the FCS doctor during those sessions; and
- (b) any expenses claimed by and paid to the FCS doctor by the contractor to cover the cost of his actual travel and subsistence in attending those sessions, if these costs are reasonable in the opinion of the Board.

Payment arrangements

12. FCS Doctor Payments to the contractor are to fall due on the last day of the month during which that contractor's qualifying date falls, taking account of any adjustment of the qualifying date in accordance with direction 8.

13. The other payments under this Part are to fall due on the last day of the month following the quarter in respect of which the quarterly return is made.

Conditions attached to Flexible Career Scheme payments

14. FCS contractor payments and payments under direction 11(a), or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the payment. In particular, the contractor must, on request, provide the Board with written records demonstrating the actual costs it is seeking to recover; and
- (b) all information supplied pursuant to or in accordance with this direction must be accurate.

15. FCS doctor payments, or any part thereof, are only payable if the following conditions are satisfied—

- (a) a contractor that received an FCS Doctor Payment in respect of a doctor must give that payment to that doctor—
 - (i) within one calendar month of it receiving that payment, and
 - (ii) as an element of the personal income of that doctor, subject to any lawful deduction of income tax, national insurance and superannuation contributions, once it has secured from the doctor an enforceable undertaking to repay to the contractor any amount repayable by the contractor to the Board under this Part in respect of that doctor; and
- (b) the contractor must inform the Board if the doctor in respect of whom the payment is made ceases to be a member of the FCS.

16. Payments in respect of expenses under direction 11(b) are only payable if the following conditions are satisfied—

- (a) the contractor must make available to the Board any information which the Board does not have but needs (including receipts), and the contractor either has or could reasonably be expected to obtain in order to calculate the payment; and
- (b) all information supplied pursuant to or in accordance with paragraph (a) must be accurate.

PART 3

Returners' Scheme

17. The Returners' Scheme is an established Scheme designed to facilitate the return of qualified general practitioners to the National Health Service. It is managed by Health Education England.

Returners' Scheme Doctor Payments

18. If a GP performer has been employed or engaged by a contractor, and that GP performer is a doctor who is a member of the Returners' Scheme (RS), the Board must, in respect of that doctor, pay to the contractor, in respect of each year of that doctor's membership of the Scheme—

- (a) an annual RS Doctor Payment of £1,050; and
- (b) a payment to cover the amount of any employer's national insurance contributions which are payable by the contractor in respect of that RS Doctor Payment.

19. If—

- (a) an RS doctor's membership of the RS ceases during a year of membership; or
- (b) an RS doctor moves to a new employer during a year of membership of the RS, or becomes a partner or shareholder in a different contract, but remains a member of the RS,

the amount of the RS Doctor Payment payable to the contractor is to be adjusted as follows. Multiply the amount of the payment otherwise payable by the following fraction: the number of days for which the RS doctor is contracted to work for the contractor during the membership year, divided by 365 (or 366 where the membership year includes 29th February) – and any payment of employer's national insurance contributions under direction 18(b) is to be adjusted accordingly.

20. Payments under this Part to the contractor are to fall due on the last day of the month during which—

- (a) the date on which the GP performer joins the scheme falls; or
- (b) the anniversary of the date on which the GP performer joined the scheme falls.

Conditions attached to Returners' Scheme Doctor Payments

21. RS Doctor Payments, or any part thereof, are only payable if the following conditions are satisfied—

- (a) a contractor who received an RS Doctor Payment in respect of a GP performer must give that payment to that GP performer—
 - (i) within one calendar month of it receiving that payment, and
 - (ii) as an element of the personal income of that doctor, subject to any lawful deduction of income tax, national insurance and superannuation contributions, once it has secured from the doctor an enforceable undertaking that that doctor will repay to the contractor any amount repayable by the contractor to the Board under this Part in respect of that GP Performer;
- (b) the contractor must inform the Board if the GP performer in respect of whom the payment is made ceases to be a member of the RS.

22. If a contractor breaches any of the conditions in direction 21, the Board may require repayment of the payment paid, or may withhold payment of any other payment payable to the contractor under this Part, to the value of the payment paid.

23. If as a result of a doctor leaving the RS, the Board has paid a larger amount to the contractor in respect of that doctor's RS Doctor Payment than the amount to which the contractor is entitled under this Part, the Board may require repayment of the excess paid, or may withhold payment of any other payment payable to the contractor under this Part, to the value of the excess paid.

24. Where pursuant to direction 22 or 23, a contractor is required to repay any or any part of a RS Doctor payment, the arrangements by which the contractor may seek to enforce the undertaking referred to in direction 21(a) as a consequence of that repayment are a matter for the contractor.

PART 4

Doctors' Retainer Scheme

25. This is an established Scheme designed to keep doctors who are not working in general practice in touch with general practice.

Payments in respect of sessions undertaken by members of the Scheme

26. Subject to direction 27, where—

- (a) a contractor who is considered as a suitable employer of a member of the Doctors' Retainer Scheme by Health Education England employs or engages a member of the Doctors' Retainer Scheme; and
- (b) the service sessions for which the member of the Doctors' Retainer Scheme is employed or engaged by that contractor have been arranged by Health Education England,

the Board must pay to that contractor under its PMS agreement £59.18 in respect of each full session that the member of the Doctors' Retainer Scheme undertakes for the contractor in any week, up to a maximum of four sessions per week.

Provisions in respect of leave arrangements

27. The Board must pay to the contractor under its PMS agreement any payment payable under direction 26 in respect of any session which the member of the Doctors' Retainer Scheme is employed or engaged to undertake but which that member does not undertake because they are absent due to leave related to—

- (a) annual holiday up to a maximum number of sessions annually equivalent to 6 weeks' worth of arranged sessions for the member of the Doctors' Retainer Scheme;
- (b) maternity, paternity or adoption, in accordance with the circumstances and for the periods referred to in Section 15 of the Statement of Financial Entitlements (payments for locums covering maternity, paternity and adoption leave);
- (c) parental leave, in accordance with statutory entitlements (except that the normal statutory qualifying period of one year's service with the contractor does not apply);
- (d) sickness, for a reasonable period as agreed by the contractor and the Board;
- (e) an emergency involving a dependant, in accordance with employment law and any guidance issued by the Department for Business, Innovation and Skills; and
- (f) other pressing personal or family reasons where the contractor and the Board agree that the absence of the member of the Doctors' Retainer Scheme is necessary and unavoidable.

Payment conditions

28. Payments under this Part are to fall due at the end of the month in which the session to which the payment relates takes place. However, the payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must inform the Board of any change to the member of the Doctors' Retainer Scheme's working arrangements that may affect the contractor's entitlement to a payment under this Part;
- (b) the contractor must inform the Board of any absence on leave of the member of the Doctors' Retainer Scheme and the reason for such absence;
- (c) in the case of any absence on leave in respect of which there are any matters to be agreed between the contractor and the Board in accordance with direction 27 above, the contractor must make available to the Board any information which the Board does not have but needs, and which the contractor either has or could be reasonably expected to obtain, in order to form an opinion in respect of any of the matters which are to be agreed between the contractor and the Board; and
- (d) the contractor must inform the Board if the doctor in respect of whom the payment is made ceases to be a member of the Doctors' Retainer Scheme, or if it ceases to be considered a suitable employer of members of the Doctors' Retainer Scheme by Health Education England.

29. If a contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any payment otherwise payable under this Part.

PART 5

Prolonged Study Leave

30. GP performers may be entitled to take prolonged study leave, and in these circumstances, the contractor for whom they have been performing services under its PMS agreement may be entitled to an educational allowance, to be forwarded to the GP performer taking prolonged study leave.

Types of study in respect of which prolonged study leave may be taken

31. Payments may only be made under this Part in respect of prolonged study leave taken by a GP performer where—

- (a) the study leave is for at least 10 weeks but not more than 12 months; and

- (b) the educational aspects of the study leave have been approved by Health Education England, having regard to any guidance on prolonged study leave that has been agreed nationally; and
- (c) the Board has determined that the payments to the contractor under this Part in respect of the prolonged study leave are affordable, having regard to the budgetary targets it has set for itself.

Educational allowance payments

32. Where the criteria set out in direction 31 are met, in respect of each week for which the GP performer is on prolonged study leave, the Board must pay the contractor an educational allowance payment of £133.68, subject to the following condition that where the contractor is aware of any change in circumstances that may affect its entitlement to the educational allowance payment, it must notify the Board of that change in circumstances.

PART 6

Transitional Provision

33.—(1) Any act or omission by, or in relation to, a Primary Care Trust before 1st April 2013 in respect of—

- (a) the exercise of any function of a Primary Care Trust under or in connection with a provision of the 2005 Directions as in force on 31st March 2013; or
- (b) any rights or liabilities of the Primary Care Trust in relation to the 2005 Directions which are transferred as a consequence of a property transfer scheme made under section 300 of the Health and Social Care Act 2012;

is deemed to have been an act or omission of, or in relation to, the Board.

(2) Anything which, when these Directions take effect, is in the process of being done by, or in relation to, the Primary Care Trust in respect of, or in connection with—

- (a) the exercise by the Primary Care Trust of any of its functions under or in connection with a provision of the 2005 Directions as in force on 31st March 2013;
- (b) any rights or liabilities of the Primary Care Trust in relation to the 2005 Directions which are transferred as a consequence of a property transfer scheme made under section 300 of the Health and Social Care Act 2012,

is deemed to have effect as if done by, or in relation to, and may be continued by, the Board.

(3) Where it is necessary for the contractor or the Board—

- (a) to take account of a period of time; or
- (b) to calculate a period of time which is required in accordance with these Directions, any period of time that occurred before 1st April 2013 and which is relevant to the matter under consideration is to be taken into account or used in order to calculate any time period for the purposes of that consideration or applying provisions in these Directions on or after the 1st April 2013 only if that period of time could have been taken into account or used in a calculation of a time period in respect of those mirror provisions as in force immediately before 1st April 2013.

PART 7

Revocation and Saving


34.—(1) Subject to paragraph (2), the 2005 Directions and the Personal Medical Services Agreements (Payments for Specific Purposes) (Amendment) Directions 2006**(a)** are revoked.

(2) Notwithstanding the revocation in paragraph (1), the 2005 Directions as in force immediately before 1st April 2013 continue to apply to the extent necessary to assess any entitlement to payment or recovery of payment arising under the terms of the PMS agreement.

(3) For the purposes of paragraph (2), and the resolution of any matter which is pending at 31st March 2013—

- (a) the Board may do or continue to do anything which a Primary Care Trust could have done in relation to any provision in the 2005 Directions; and
- (b) the transitional provisions in Schedule 2 to the National Health Service (Primary Medical Services) (Miscellaneous and Transitional Provisions) Regulations 2013**(b)** apply.

Signed by authority of the Secretary of State for Health



A member of the Senior Civil Service
Department of Health

Date 27th March 2013

(a) These Directions were signed on 18th December 2006.
(b) S.I. 2013/363.