
STATUTORY INSTRUMENTS

2015 No. 1879

The National Health Service (Personal Medical Services Agreements) Regulations 2015

PART 5

Agreements: required terms

[^{F1}Disclosure of information about NHS earnings: contractors and sub-contractors

21A.—(1) An agreement which is with a person falling within section 93(1)(b) to (e) of the Act must include the term specified in paragraph (2).

(2) The term is a term which requires the contractor to 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.

(3) For the purposes of this regulation—

(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 [^{F2}NHS England] 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) ^{F3}... “relevant financial year” means a financial year ending—

- (i) on or after 31st March [^{F4}2022], but
- (ii) on or before 31st March 2024;

^{F5}(ba)

(c) “relevant threshold” means—

^{F6}(i)

^{F7}(ii)

- (iii) for the financial year ending on 31st March 2022, £156,000;
- (iv) for the financial year ending on 31st March 2023, £159,000;
- (v) for the financial year ending on 31st March 2024, £163,000.

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[^{F8}(4) For the purposes of paragraph (3)(a) “the disclosure date”, in relation to a relevant financial year, is 30th April in the financial year which begins immediately after the end of the next financial year.]

(5) For the purposes of paragraph (4) “the next financial year”, in relation to a financial year (“FY1”), is the financial year which begins immediately after the end of FY1 ^{F9}....

(6) An agreement must also include a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the agreement 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 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 financial threshold;
- (c) in all cases, the sub-contract prohibits the sub-contractor (“S”) from sub-contracting, where permitted by paragraph 43(4A) of Schedule 2, 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 in relation to 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 in 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.

(7) An agreement must also include a term requiring the contractor to use reasonable endeavours to ensure that any relevant sub-contract is amended to contain the terms specified in paragraph (9).

(8) For the purposes of paragraph (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 agreement by any other person, and
- (b) which is in force at the time when [^{F10}the term in paragraph (7) is incorporated into the contract].

(9) The terms are—

- (a) a term which requires—
 - (i) the subcontractor (“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, ^{F11}...
- (b) a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by paragraph 43(4A) of Schedule 2, 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 [^{F12}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 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 ^{F13}, and
- (c) a term which requires S to use reasonable endeavours to ensure that any sub-contract entered into before the term in sub-paragraph (b) was incorporated into that sub-contract is amended to—
- (i) include the term in paragraph (i) of sub-paragraph (b) in a sub-contract between S and I, and
 - (ii) include the term in paragraph (ii) of sub-paragraph (b) in a sub-contract between S and a partnership.]
- (10) Nothing in paragraph (6), (7) or (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.
- (11) In this regulation—
- “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 regulation 27B;
 - “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 paragraph 44(1) of Schedule 3, 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.]

Textual Amendments

- F1** Regs. 21A, 21B inserted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 2 para. 1**
- F2** Words in reg. 21A(3)(a) substituted (1.2.2023) by The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), reg. 1(2), **Sch. para. 53(3)** (with reg. 3)
- F3** Words in reg. 21A(3)(b) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(1)(i)**
- F4** Word in reg. 21A(3)(b)(i) substituted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(1)(ii)**
- F5** Reg. 21A(3)(ba) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(1)(iii)**
- F6** Reg. 21A(3)(c)(i) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(1)(iv)**
- F7** Reg. 21A(3)(c)(ii) omitted (27.4.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2022 (S.I. 2022/404), regs. 1(2), **3(2)(a)(iii)**

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- F8** Reg. 21A(4) substituted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(2)**
- F9** Words in reg. 21A(5) omitted (27.4.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2022 (S.I. 2022/404), regs. 1(2), **3(2)(c)**
- F10** Words in reg. 21A(8)(b) substituted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(3)**
- F11** Word in reg. 21A(9)(a) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(4)**
- F12** Word in reg. 21A(9)(b)(i) inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(5)**
- F13** Reg. 21A(9)(c) and word inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 2 para. 9(6)**

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Changes and effects yet to be applied to the whole Instrument associated Parts and Chapters:

Whole provisions yet to be inserted into this Instrument (including any effects on those provisions):

- Sch. 2 para. 3(3)(4) inserted by [S.I. 2024/575 Sch. 2 para. 7\(a\)\(ii\)](#)
- Sch. 2 para. 5(4)(c) inserted by [S.I. 2024/575 Sch. 2 para. 8\(b\)\(iii\)](#)
- Sch. 2 para. 10B and cross-heading inserted by [S.I. 2024/575 Sch. 2 para. 9](#)
- Sch. 2 para. 17(3)(3A) substituted for Sch. 2 para. 17(3) by [S.I. 2024/575 Sch. 2 para. 10](#)
- reg. 21AA(10)(a)(b) words in reg. 21AA(10) renumbered as reg. 21AA(10)(a)(b) by [S.I. 2023/436 Sch. 2 para. 3\(2\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 21AA(11)(a)(i)(ii) words in reg. 21AA(11)(a) renumbered as reg. 21AA(11)(a)(i)(ii) by [S.I. 2023/436 Sch. 2 para. 3\(3\)\(a\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 59C(1A) inserted by [S.I. 2024/575 Sch. 2 para. 3\(b\)](#)