

Standard Alternative Provider Medical Services Agreement Variation Notice

October 2020

Standard Alternative Provider Medical Services (APMS) Contract Variation Notice

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

The text of the Standard General Medical Services Variation Notice October 2020 has been prepared by Hill Dickinson on behalf of NHS England and NHS Improvement. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Alternative Provider Medical Services Contract October 2020 (published December 2020).

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 Standard Alternative Provider Medical Services Agreement dated

[]

We give you notice under clause 57.2 of your alternative provider medical services agreement dated [] that the terms of your agreement 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 terms of the Alternative Provider Medical Services Directions 2020, which came into force on 1 October 2020.

These variations are also made to that ensure your contract complies with the terms of the Alternative Provider Medical Services (Amendment) Directions 2018, which came into force on 1 October 2018 but were not covered by previous variation notices.¹

For the avoidance of doubt nothing in the agreement shall effect 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:

¹ If your Alternative Provider Medical Services Agreement is based on the Standard Alternative Provider Medical Services Agreement 2019 (published April 2019) or later it already incorporates some of these variations. However, for the avoidance of doubt, this variation notice has been drafted for use across all Standard Alternative Provider Medical Services Agreements.

Wording of Variations

Clause 10

1. In **clause 10.4.1**, **replace** the words “direction 5 of the Primary Medical Services (Directed Enhanced Services) Directions 2019” with the words “direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020”.
2. **Replace clause 10.5C.1** with the following:

“10.5C.1 "Primary Care Network" means a network of contractors and other providers of services which has been approved by the Commissioner, serving an identified geographical area; and”

Clause 3

3. In **clause 3.5.1**, **replace** any reference to “the document entitled “National Quality Standards in the Delivery of Out of Hours Services” published on 20 July 2006” with “the Integrated Urgent Care Key Performance Indicators published on 25th June 2018”.

Clause 23A

4. **Replace clause 23A** with the following:

“23A Prescribing for electronic repeat dispensing

23A.1 Subject to Clauses 19.3 to 19.9, 20, 22 and 23.4 to 23.6, where a Prescriber orders a drug, medicine or Appliance by means of an Electronic Repeatable Prescription, the Prescriber must issue the prescription in a format appropriate for Electronic Repeat Dispensing where:

23A.1.1 it is clinically appropriate to do so for that Patient on that occasion; and

23A.1.2 the Patient consents.

23A.2 In this clause 23A, "Electronic Repeat Dispensing" means dispensing as part of pharmaceutical services or local pharmaceutical services which involves the provision of drugs, medicines or Appliances accordance with an Electronic Repeatable Prescription."

Clause 31

5. In **clause 31.7.2**, **replace** the words "Clauses 31.101 to 31.104" with "Clauses 31.100A to 31.104".

6. After clause 31.7, insert the following:

"31.7A The Contractor agrees, following receipt of a reasonable written request by the Commissioner:

31.7A.1 to take appropriate steps as soon as is reasonably practicable to correct and update Patient data held on the Contractor's computerised clinical systems, and where necessary register or deregister Patients to ensure the Patient list is accurate; and

31.7A.2 to provide information relating to its List of Patients as soon as is reasonably practicable and, in any event, no later than thirty (30) days from the date on which the request was received by the Contractor, in order to assist the Commissioner in the exercise of its duties under clause 31.7.1, contacting Patients where reasonably necessary to confirm that their Patient data is correct."

7. **Replace clause 31.30** with the following:

"31.30 Before the Contractor can request a removal in accordance with Clause 31.28, it shall issue a warning to the Patient that he is at risk of removal unless:

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31.30.1 it has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the Patient or would put at risk the safety of the Contractor, or other persons; or

31.30.2 the Contractor considers that it is not otherwise reasonable or practical for a warning to be given.”

8. Replace clauses 31.36 to 31.43 with the following:

“31.36 Where the Contractor wishes a Patient to be removed from its List of Patients with immediate effect on the grounds that:

31.36.1 the Patient has committed an act of violence against any of the persons specified in Clause 31.37 or behaved in such a way that any such person has feared for his safety; and

31.36.2 it has reported the incident to the police,

the Contractor shall notify the Commissioner in accordance with Clause 31.37.

31.36A Subject to clause 31.36B, where the Contractor:

31.36A.1 accepts a person onto its List of Patients; and

31.36A.2 subsequently becomes aware that the person has previously been removed from the list of patients of another provider of primary medical services:

31.36A.2.1 because the person committed an act of violence against any of the persons specified in Clause 31.36 (as read with Clause 31.36A) or behaved in such a way that any of those persons feared for their safety; and

Classification: Official

31.36A.2.2 the other provider of primary medical services reported the incident to the police,

the Contractor may give notice to the Commissioner in accordance with Clause 31.36 that it wants to have the person removed from its List of Patients with immediate effect.

31.36B The Contractor must not give notice to the Commissioner pursuant to clause 31.36B where:

31.36B.1 a person mentioned in clause 31.36A was allocated to a Violent Patient Scheme set up in accordance with direction 8 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020 to receive Primary Medical Services under that scheme; and

31.36B.2 the provider of the Scheme discharged that person because they were not considered to pose a risk of violence; or

31.36B.3 that person successfully appealed their allocation to a Violent Patient Scheme.

31.37 The persons referred to in Clause 31.36 are:

31.37.1 a medical practitioner;

31.37.2 in the case of a Contract with a partnership, any partner in that partnership;

31.37.3 in the case of a Contract with a company, any legal and beneficial owner of shares in that company;

31.37.4 any member of the Contractor's staff;

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- 31.37.5 any person employed or engaged by the Contractor to perform or assist in the performance of Services under the Contract; or
- 31.37.6 any other person present on the Practice Premises or in the place where the attendance of the medical practitioner or other Health Care Professional occurs.
- 31.37A For the purposes of Clause 31.36A, any reference to “the Contractor” in Clause 31.36 is to be read as a reference to the other provider of primary medical services referred to in Clause 31.37, and Clause 31.36A is to be construed accordingly.
- 31.38 Notification under Clause 31.36 or 31.36A may be given by any means including telephone or fax but if not given in writing such notification shall subsequently be confirmed in writing within seven (7) days (and for this purpose a faxed notification is not a written one).
- 31.39 The Commissioner shall acknowledge in writing receipt of a request from the Contractor under Clause 31.36 or 31.36A.
- 31.40 A removal requested in accordance with Clause 31.36 or 31.36A shall take effect at the time the Contractor makes the telephone call to the Commissioner, or sends or delivers the notification to the Commissioner.
- 31.41 Where, pursuant to Clauses 31.36 to 31.40, the Contractor has notified the Commissioner that it wishes to have a Patient removed from its List of Patients with immediate effect, it shall, subject to Clause 31.41, inform the Patient concerned unless:
- 31.41.1 it is not reasonably practicable for it to do so; or
- 31.41.2 it has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the Patient or would put at risk the safety of the Contractor or other persons.

31.42 Where the Commissioner has removed a Patient from the Contractor's List of Patients in accordance with Clause 31.40 it shall, subject to Clause 31.37, give written notice of the removal to that Patient.

31.43 Where a Patient is removed from the Contractor's List of Patients in accordance with Clauses 31.36 to 31.42, the Contractor shall record in the Patient's medical records that the Patient has been removed under this Clause and the circumstances leading to his removal."

9. In **clause 31.47**, after the words "where the Commissioner is satisfied" **insert** the words ", or is notified by the Contractor,".

10. After **clause 31.100**, **insert** the following:

"Assignment of patients to lists - general

31.100A Clauses 31.101 to 31.120 apply in respect of the assignment by the Commissioner of:

31.100A.1 a person as a new Patient to the Contractor's List of Patients where that person:

31.100A.1.1 has been refused inclusion in a contractor's list of patients or has not been accepted as a temporary resident by a contractor; and

31.100A.1.2 would like to be included in the list of a contractor in whose CCG area that person resides;

31.100A.2 any person who is part of a List Dispersal resulting from the closure of a practice where that person:

31.100A.2.1 has not registered with another contractor, and

31.100A.2.2 would like to be included in the list of patients of a contractor in whose CCG area that person resides; or

31.100A.3 any person who is part of a List Dispersal resulting from the closure of a practice where that person has not registered with another contractor and the Commissioner has been unable to contact that person.

31.100B In clause 31.100A, "List Dispersal" means the allocation of patients from a contractor's list of patients by the Commissioner following termination of the contract or during the period set out in the notice of termination or agreement to terminate."

11. **Replace clause 31.102** with:

"31.102 Not used."

12. **After clause 31.105**, insert the following:

"Assignment of patients from outside practice area

31.105A Where the Commissioner has assigned a person to the Contractor's List of Patients in accordance with clauses 31.101 to 31.120, and that person resides outside the Contractor's Patient Registration Area, clauses 31.125C, 31.125D and 31.125E are to apply as if the Contractor had accepted that Patient onto its List of Patients in accordance with clause 31.125, unless the Contractor chooses to include that person in its List of Patients for its practice area on assignment by the Commissioner."

13. Immediately before clause 31.124B, **replace** the heading "**Direct booking by NHS 111**" with the heading "**Direct booking by NHS 111 or via a Connected Service**".

14. **Replace clauses 31.124B to 31.124E** with the following:

“31.124B The Contractor must ensure that as a minimum the following number of appointments during Core Hours for its Registered Patients are made available per day for direct booking by or via a service ("a Connected Service") approved by the Commissioner that is or may be accessed via NHS 111:

31.124B.1 one, where a contractor has 3,000 Registered Patients or fewer; or

31.124B.2 one for each whole 3,000 Registered Patients, where a Contractor has more than 3,000 Registered Patients.

31.124C The Contractor must:

31.124C.1 configure its computerised systems to allow direct booking by NHS 111 or via a Connected Service;

31.124C.2 monitor its booking system for appointments booked by NHS 111 or via a Connected Service;

31.124C.3 assess the Post Event Message received from NHS 111 or via a Connected Service in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the Patient or an appointment with another Health Care Professional and where appropriate, make those arrangements; and

31.124C.4 co-operate with the Commissioner in its oversight of direct booking by NHS 111 or via a Connected Service by providing any information relating to direct booking by NHS 111 or via a Connected Service which is reasonably required by the Commissioner.

31.124D The requirements in Clauses 31.124B and 31.124C do not apply where:

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31.124D.1 the Commissioner and the Contractor have agreed to suspend the requirements for operational reasons; or

31.124D.2 the Contractor does not have access to computer systems and software which would enable it to offer the service described in Clause 31.124B.

31.124E In Clauses 31.124B to 31.124D, "Post Event Message" means the electronic message which is sent to a contractor at the end of a telephone call to NHS 111 or via a Connected Service.

31.124F In order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

31.124F.1 pandemic; and

31.124F2 a serious risk or potentially a serious risk to human health;

the Commissioner may with the agreement of the Secretary of State make an announcement to the effect that the minimum numbers of appointments mentioned in clause 31.124B are modified in the circumstances specified (which may limit the area to which the modification relates), and for the duration of the period specified, in the announcement, and where the Commissioner does so, the minimum numbers are as so modified."

15. Within **clause 31.125D**, **replace** clause numbers 54.5.1 and 54.5.2 with 31.125D.1 and 31.125D.2, respectively.

16. Within **clause 31.125E**, **replace** clause numbers 54.6.1 and 54.6.2 with 31.125E.1 and 31.125E.2, respectively.

17. **Replace clauses 31.104 and 31.141** with the following:

“31.140 The Contractor must include information about the requirement to assign an Accountable GP to each of its new and existing Registered Patients:

31.140.1 on the Contractor's Practice Website or Online Practice Profile; and

31.140.2 in the Contractor's Practice Leaflet.

31.141 Not used.”

18. Unless already included, after clause 31.124, **insert** the following:

“NHS e-Referral Service (e-RS)

31.124A Except in the case of a contractor to which Clause 31.124A.1 or 31.124A.2 applies, the Contractor must require the use in its Practice Premises of the system for electronic referrals known as the NHS e-Referral Service (“e-RS”) in respect of each referral of any of its registered patients to a first consultant-led out-patient appointment for medical services under the Act in respect of which the facility to use e-RS is available.

31.124A.1 This Clause applies to a contractor which does not yet have e-RS in place for use in the contractor’s Practice Premises.

31.124A.2 This Clause applies to a contractor which:

31.124A.2.1 is experiencing technical or other practical difficulties which are preventing the use, or effective use, of e-RS in its Practice Premises; and

31.124A.2.2 has notified the Commissioner that this is the case.

31.124A.3 A contractor to which Clause 31.124A.1 applies must require the use in its Practice Premises of alternative means of referring its registered patients to a first consultant-led outpatient appointment for medical services under the Act until such time

as the contractor has e-RS in place for use in its practice premises.

31.124A.4 A contractor to which clause 31.124A.2 applies:

31.124A.4.1 must ensure that a plan is agreed between the contractor's practice and the Commissioner for resolving the technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the contractor's Practice Premises; and;

31.124A.4.2 must require the use in its Practice Premises of alternative means of referring its registered patients to a first consultant-led out-patient appointment for medical services under the Act until such time as those technical or other practical difficulties have been resolved to the satisfaction of the Commissioner."

Clause 32

19. After clause 32.14, insert the following:

"Use of fax machines

32.14A Where the Contractor can transmit information by electronic means (other than facsimile transmission) securely and directly to a Relevant Person, the Contractor must not:

32.14A.1 transmit any information to that person by facsimile transmission; or

32.14A.2 agree to receive any information from that person by facsimile transmission.

32.14B Clause 32.14A does not apply to any information which relates solely to the provision of clinical services or treatment to a Patient under a private arrangement.

32.14C In clauses 32.14A to 32.14C, "Relevant Person" means:

32.14C.1 an NHS Body;

32.14C.1 another health service provider;

32.14C.1 a Patient; or

32.14C.1 a person acting on behalf of a Patient."

20. Immediately before clause 32.15, **replace** the heading "**Patient online services**" with the heading "**Patient online services: appointments and prescriptions**".

21. **Replace clauses 32.16 to 32.20** with the following:

"32.16 Not used.

32.16A Not used.

32.16B Not used.

32.17 The Contractor must also promote and offer to its Registered Patients the facility referred to in clauses 32.15.1 and 32.15.2 on its Practice Website or Online Practice Profile.

32.18 The requirements in clause 32.15 do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 32.15 to its Registered Patients.

32.18A In Clauses 32.15 to 32.18:

32.18A.1 "Local Arrangement" means an arrangement between the Contractor and the Commissioner as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Contractor's Registered Patients.

32.18A.2 Not used.

32.19 Not used.

32.20 Not used.”

22. After clause 32.20, **insert** the following:

“Patient online services: provision of online access to coded information in medical record and Prospective Medical Record

32.20A Where the Contractor holds the medical record of a Registered Patient ("P") on its computerised clinical systems, the Contractor must promote and offer to P the facility to access online the information from P's medical record which is held in coded form other than:

32.20A.1 any Excepted Information; or

32.20A.2 any information which the Contractor's computerised clinical systems cannot separate from any free-text entry in P's medical record.

32.20B The Contractor must, if its computerised clinical systems and redaction software allow, offer to P the facility to access online the information (other than any Excepted Information) entered onto P's medical record on or after the relevant date (the "Prospective Medical Record").

32.20C If P accepts an offer made under clause 32.20B, the Contractor must, as soon as possible, provide P with the facility to access online P's Prospective Medical Record.

32.20D But the Contractor may:

32.20D.1 delay providing the facility to P, if the Contractor considers that providing P with it is likely to have an adverse impact on its provision of Essential Services;

- 32.20D.2 delay giving P online access to any information added to P's Prospective Medical Record after the facility is provided to P, if the Contractor considers that providing P with access to that information is likely to have an adverse impact on its provision of Essential Services.
- 32.20E If the Contractor decides to delay providing P with access to the facility or giving P access to any information, it must notify P:
- 32.20E.1 of that decision (including the period for which it anticipates access will be delayed); and
- 32.20E.2 when the facility, or that information, becomes available.
- 32.20F In clauses 32.20A to 32.20H, "Relevant Date" means:
- 32.20F.1 1 April 2020, where P became a registered patient before 1 October 2019;
- 32.20F.2 in any other case, 1 October 2019.
- 32.20G For the purposes of clauses 32.20A to 32.20J, information is "Excepted Information" if the Contractor would not be required to disclose it to P in response to a request made by P in exercise of a right under Article 15 of the GDPR.
- 32.20H For the purposes of clause 32.20G, "GDPR" has the meaning given in section 3(10) of the DPA 2018.

Patient online services: provision of online access to full digital medical record

- 32.20I The Contractor must provide a Registered Patient ("P") with the facility to access online Relevant Medical Information if:

32.20I.1 its computerised clinical systems and redaction software allow it to do so; and

32.20I.2 P requests, in writing, that it provide that facility.

32.20J In clauses 32.20I and 32.20J "Relevant Medical Information" means any information entered on P's medical record other than:

32.20J.1 any information which P can access online via a facility offered in accordance with clauses 32.20A or 32.20B; or

32.20J.2 any Excepted Information."

23. **Replace clauses 32.21 and 32.22** with (or **insert** after clause 32.20J if not already included):

"Patient access to online services

32.21 This Clause applies to any contractor which has less than ten per cent of its registered patients registered with the contractor's practice to use the online services which the contractor is required under Clauses 32.15 - 32.17 or clauses 32.20A or 32.20B to promote and offer to its registered patients ("patient online services").

32.22 A contractor to which this Clause applies must agree a plan with the Commissioner aimed at increasing the percentage of the contractor's registered patients who are registered with the contractor's practice to use patient online services."

24. **Replace clause 31.132A** with the following:

"31.132A The Contractor must take steps each year to identify any Registered Patient aged 65 years and over who is living with moderate to severe frailty."

Clause 33

25. After clause 33, **insert** the following:

“33A Requirement to have and maintain an online presence

- 33A.1 The Contractor must have:
- 32A.1.1 a Practice Website; or
 - 32A.1.2 an Online Practice Profile.
- 33A.2 The Contractor must publish on its Practice Website or Online Practice Profile (as the case may be) all the information which is required to be included in its Practice Leaflet.
- 33A.3 The Contractor must publish that information otherwise than by making its Practice Leaflet available for viewing or downloading.
- 33A.4 The Contractor must review the information available on its Practice Website or Online Practice Profile at least once in every period of twelve (12) months.
- 33A.5 The Contractor must make any amendments necessary to maintain the accuracy of the information on its Practice Website or Online Practice Profile following:
- 33A.5.1 a review under clause 33A.4;
 - 33A.5.2 a change to:
 - 33A.5.2.1 the address of any of the Contractor's Practice Premises,
 - 33A.5.2.2 the Contractor's telephone number,
 - 33A.5.2.3 the Contractor's electronic-mail address (if made available on its

Practice Website or Online Practice Profile); or

33A.5.2.4 any other stated means by which a Patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.

33A.6 The requirements in this clause 33A are in addition to those in clauses 35B and 31.140.

33A.7 In this Contract, "Online Practice Profile" means a profile:

33A.7.1 which is on a website (other than the NHS website), or an online platform, provided by another person for use by the Contractor; and

33A.7.2 through which the Contractor advertises the Primary Medical Services it provides.

33B Requirement to maintain profile page on NHS website

33B.1 The Contractor must review the information available on its profile page on the NHS website^{Error! Bookmark not defined.} at least once in every period of twelve (12) months.

33B.2 The Contractor must make any amendments necessary to maintain the accuracy of the information its profile page following:

33B.2.1 a review under clause 33B.1;

33B.2.2 a change to:

33B.2.2.1 the address of any of the Contractor's Practice Premises;

- 33B.2.2.2 the Contractor's telephone number;
- 33B.2.2.3 the Contractor's electronic-mail address (if made available on its profile page); or
- 33B.2.2.4 any other stated means by which a Patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.”

Clause 34D

26. Replace clause 34D with the following:

“34D NHS Digital Workforce Collection

- 34D.1 The Contractor must record and submit any data required by the Health and Social Care Information Centre for the purposes of the NHS Workforce Collection (known as the "Workforce Minimum Data Set") in accordance with Clause 34D.2.
- 34D.2 The data referred to in clause 34D.1 must be appropriately coded by the Contractor in line with agreed standards set out in guidance published by the Health and Social Care Information Centre, and must be submitted to the Health and Social Care Information Centre using the data entry module on the National Workforce Reporting System, which is a facility provided by the Centre to the Contractor for this purpose.
- 34D.3 The Contractor must ensure that the coded data is available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as are notified to the Contractor by Health and Social Care Information Centre.”

Clause 34E

27. **Replace clauses 34E.3 and 34E.4** with the following:

“34E.3 The information referred to in Clause 34E.2 must be submitted by the Contractor to NHS Digital:

34E.3.1 electronically at nhsdigital.costrecovery@nhs.net;

or

34E.3.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

34E.4 Where the Patient is a holder of a S1 Healthcare Certificate, the Contractor must send that certificate, or a copy of that certificate, to the NHS Business Services Authority:

34E.4.1 electronically to nhsbsa.faregistrations@nhs.net; or

34E.4.2 by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.”

Clause 34F

28. **After clause 34F** insert the following:

“34G Collection of data relating to appointments in general practice

34G.1 The Contractor must participate in the collection of anonymised data relating to appointments for its Registered Patients ("GP Practice Data") in accordance with the "GP Appointments Data Collection in Support of Winter Pressures" referred to in the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice

Appointments Data Collection in Support of Winter Pressures) Directions 2017.

- 34G.2 The Contractor must ensure that all GP Practice Data relating to the provision of Primary Medical Services under this Contract is recorded within the appointment book in accordance with the guidance entitled "More accurate General Practice appointment data".
- 34G.3 The Contractor must ensure that the GP Practice Data is uploaded onto its computerised clinical systems and available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as notified to the Contractor by the Health and Social Care Information Centre.
- 34G.4 For the purposes of this clause 34G, "Appointment Book" means a capability provided by the Contractor's computerised clinical systems and software supplier which supports the administration, scheduling, resourcing and reporting of appointments."

Clause 35B

29. Replace **clause 35B.1** with the following:

- "35B.1 The Contractor must publish each year on its Practice Website or Online Practice Profile the information specified in clause 35B.2."

Clause 47

30. After clause 47.1, in the table of prescribed medical certificates, **replace** the following row:

2. To establish pregnancy for the purpose of obtaining welfare foods	Section 13 of the Social Security Act 1988 (schemes for distribution etc of welfare foods)
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with the following:

2. Reserved.	
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Clause 57

31. After clause 57, **insert** the following:

“57A Variation, suspension and enforcement of Contract terms in relation to pandemics etc.

57A.1 In this Contract, where an announcement is made by the Commissioner under clause 57A.2, in the circumstances specified in that announcement, and for the period specified in that announcement:

57A.1.1 “Core Hours” means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday; and

57A.1.2 “Out of Hours Period” means:

57.A.1.2.1 the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and

57.A.1.2.2 the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

57A.2 The Commissioner, with the agreement of the Secretary of State, for the purpose set out in clause 57A.3, may make an announcement to the effect that the core hours of contractors

(which include the Contractor) are to include Good Friday and Bank Holidays:

57A.2.1 in the area to which the announcement relates;

57A.2.2 in the circumstances specified in the announcement;
and

57A.2.3 during the period specified in the announcement.

57A.3 An announcement may be made under paragraph clause 57A.2 in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

57A.3.1 pandemic; and

57A.3.2 a serious risk or potentially a serious risk to human health.

57A.4 Under this Contract, where reference is made to an announcement or advice of the Commissioner that relates to a disease being, or in anticipation of a disease being imminently:

57A.4.1 pandemic; and

57A.4.2 a serious risk or potentially serious risk to human health,

it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.

57A.5 Any term that is part of this Contract as a consequence of action taken under the APMS Directions, by agreement between the parties or by virtue of regulation 47(2) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 is temporarily not part of this Agreement, in the particular circumstances mentioned in clause 57A.5.3.2 and

during the period mentioned in clause 57A.5.3.3, in the following circumstances:

57A.5.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

57A.5.1.1 pandemic; and

57A.5.1.2 a serious risk or potentially a serious risk to human health;

the Commissioner with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

57A.5.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

57A.5.3 as part of the announcement, the Commissioner with the agreement of the Secretary of State has issued advice to the effect that contractors are not to comply with a specified type of term of alternative provider medical services agreements:

57A.5.3.1 in the area to which the announcement relates;

57A.5.3.2 in the circumstances specified in the announcement; and

57A.5.3.3 during the period specified in the announcement; and

57A.5.4 the Contractor is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for

the effect of this paragraph, be a requirement of this Contract.

57A.6 The Commissioner must not take enforcement action, as provided for in this Contract, in respect of a breach of a term of this Contract in the following circumstances:

57A.6.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

57A.6.1.1 pandemic; and

57A.6.1.2 a serious risk or potentially a serious risk to human health;

the Commissioner with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

57A.6.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

57A.6.3 as part of the announcement, the Commissioner with the agreement of the Secretary of State has issued advice to the effect that contractors need not comply with a specified type of term of alternative provider medical services agreements:

57A.6.3.1 in the area to which the announcement relates;

57A.6.3.2 in the circumstances specified in the announcement; and

57A.6.3.3 during the period specified in the announcement; and

57A.6.4 the Contractor:

57A.6.4.1 is situated in the area to which the announcement relates; and

57A.6.4.2 has not complied with the term (it being of the specified type) in the particular circumstances mentioned in clause 57A.6.3.2 and during the period mentioned in clause 57A.6.3.3.”

Clause 61

32. **Replace clause 61.2.11** with the following:

“61.2.11 the Contractor's registration with the Care Quality Commission has been cancelled in accordance with section 17(1) of the Health and Social Care Act 2008, and that cancellation is the final decision of the Care Quality Commission, or, where an appeal has been launched, is the outcome of that appeal.”

Schedule 1

33. In **paragraph 1.2**:

33.1. **Replace** the definition of “**APMS**” directions with:

“the Alternative Provider Medical Services Directions 2020”.

33.2. **Replace** the definition of “**Core Hours**” with:

“unless expressed more extensively, and subject to clause 57A.1, the period beginning at 8am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or Bank Holidays;”

33.3. **Replace** the definition of “**Essential Services**” with:

“the services described in regulation 17 of the GMS Contracts Regulations, or services that are equivalent to those services, and which are provided during Core Hours;”

- 33.4. **Replace** the definition of “**NHS Digital Workforce Census**” with the following definition of “**NHS Digital Workforce Collection**”:

“means the successor to the GP Workforce Census undertaken by the Health and Social Care Information Centre annually;”

- 33.5. **Insert** the following new definition of “**Online Practice Profile**”:

“has the meaning given in clause 33A.7;”

- 33.6. **Replace** the definition of “**Out of Hours Period**” with:

“subject to clause 57A.1:

(a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day;

(b) the period between 6.30pm on Friday and 8am on the following Monday; and

(c) Good Friday, Christmas Day and Bank Holidays;

except where the Core Hours (as defined in this Agreement) are different from the period defined as core hours in the PMS Agreements Regulations, in which case “Out of Hours Period” means those periods which fall outside of the Core Hours (as defined in this Agreement);”

- 33.7. **Insert** the following new definition “**Paramedic Independent Prescriber**”:

“a person:

(a) who is either engaged or employed by the Contractor or who is a party to the Contract;

(b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register); and

(c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines or appliances as a paramedic independent prescriber;”

33.8. **Insert** the following new definition of “**Practice Leaflet**”:

“a leaflet drawn up in accordance with clause 36;”

33.9. **Replace** the definition of “**Practice Website**” with:

“a website through which the Contractor advertises the Primary Medical Services it provides;”

33.10. **Replace** the definition of “**Prescriber**” with:

“(a) a Chiropodist or Podiatrist Independent Prescriber;

(b) an Independent Nurse Prescriber;

(c) a medical practitioner;

(d) an optometrist independent prescriber;

(e) a Paramedic Independent Prescriber;

(f) a Pharmaceutical Independent Prescriber;

(g) a Physiotherapist Independent Prescriber;

(h) a Supplementary Prescriber; and

(i) a therapeutic radiographer independent prescriber;

who is either engaged or employed by the Contractor, or is a party to this Contract;”

33.11. In the definition of “**Relevant Register**” **replace paragraph (d)** with:

“(d) the part of the register maintained by the Health and Care Professions Council in pursuance of article 5 of the Health and Social Work Professions Order 2001 relating to:

- (i) chiropodists and podiatrists,
- (ii) paramedics,
- (iii) physiotherapists, or
- (iv) radiographers;”

33.12. In the definition of “**Supplementary Prescriber**” replace paragraph **(b)(iv)** with:

“(iv) the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to—

- (aa) chiropodists and podiatrists,
- (bb) dieticians,
- (cc) paramedics,
- (dd) physiotherapists, or
- (ee) radiographers; or”

Schedule 8

1. In **paragraph 8**, replace the words “website (if any)” with “Practice Website or the address at which its Online Practice Profile is available”.

Classification: Official

Classification: Official

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: