



Department  
of Health &  
Social Care

# Annex A

## Comparison of APMS Directions with proposed ICP Directions

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# Integrated Care Provider Contract

The following tables set out where each of the Alternative Provider Medical Services Directions are replicated in – or omitted from – the ICP Directions and the draft ICP Contract. The ICP Contract referred to is the draft NHS Standard Contract (Integrated Care Models).

## APMS Directions, Part 1 - General

APMS Direction Reference	Provision	Where replicated in ICP Directions, or why omitted	Where incorporated or reflected in draft ICP Contract
Direction 1	Citation, commencement and application.	Included at ICP Direction 1.	-
Direction 2	Sets out the interpretation to be applied to various terms used within the Directions.	Included at ICP Direction 3.	General Conditions (GC) – Definitions and Interpretation: also defines a wider range of terms.
Direction 3	Allows APMS contracts to include additional requirements requiring a higher level of performance to those set out in the Directions.	Not included in ICP Directions. ICP contracts will however include standards applicable to a wider range of services.	-

## APMS Directions, Part 2 - Provider Conditions

APMS Direction Reference	Provision	Where replicated in ICP Directions, or why omitted	Where incorporated or reflected in draft ICP Contract
Direction 4	Requires NHS England to ensure the conditions in Direction 5 are met before entering into an APMS contract.	Not included in ICP Directions. Relates to Direction 5 – see explanation below.	-
Direction 5	Lists those who are ineligible to hold an APMS contract.	Not included in ICP Directions. Under the ICP arrangements, primary medical services would be provided as part of the wider contract. As such, it would not be appropriate to apply preconditions appropriate to individual performers of primary medical services.	-

## APMS Directions, Part 3 - Mandatory Terms for APMS Contracts

Requires NHS England to ensure that any APMS contract it enters into contains the terms set out in Part 3.

APMS Direction Reference	Provision	Where replicated in ICP Directions, or why omitted	Where incorporated or reflected in draft ICP Contract
Direction 6(1)(a)	To state if the contractor is a health service body, or is to be considered as such.	Included at ICP Direction 4.	Particulars – Contract Management: the parties may indicate whether or not the contract is an NHS contract for the purposes of s9 NHS Act 2006.
Direction 6(1)(b)	To specify an area within which the APMS contractor will provide primary medical services (the “catchment area”).	Not included in ICP Directions. This will not apply under ICP contracts. The ICP Contract will specify the area in which all services under the contract must be provided – not only primary medical services.	Schedule 2B – The Contract Area
Direction 6(1)(c)	A technical term to prevent the APMS contractor from selling, assigning or disposing of the benefit of any of its rights under the APMS contract without the prior consent of NHS England.	Included at ICP Direction 6(1)(b).	GC15.1.1

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Direction 6(1)(d)	To specify the circumstances under which the APMS contractor sub-contract clinical services.	Included in ICP Direction 6(1)(c) and 13.	GC15
Direction 6(1)(e)	The grounds under which an APMS contract may or must be terminated.	Not included in ICP Directions. The ICP Contract will include grounds for termination of the contract as a whole or in respect of certain services only. However, see Direction 14 regarding termination for unlawful subcontracting.	GC23.7
Direction 6(1)(f)	To specify the procedure to apply in the event of a contractual dispute where the contract is not an NHS contract.	Not included in ICP Directions. An NHS contract is one which is held between bodies specified in the NHS Act 2006. We have made provision for any such contract to be determined under the provisions of section 9 of that Act. Where a contractual dispute arises under the ICP Contract, the dispute	GC17

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		will be resolved in accordance with the procedure set out in GC17. This does not negate the rights of the parties to resort to the NHS disputes procedure if the contract is an NHS contract.	
Direction 7(1)(a)	To specify the grounds and procedure relating to variation of APMS contracts.	Not included in ICP Directions. As an ICP Contract would cover a wide range of services, it is not considered necessary to include specific provisions relating to the variation of the contract in relation to primary medical services specifically. Provisions covering variation of the contract are included in the ICP Contract at GC16.	GC16
Direction 7(1)(b)	To prevent a GP from performing primary medical services unless specified conditions are met. These include a requirement to be	Included in ICP Directions 16 and 17.	SC9.5.1

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	included in the medical performers' list.		
Direction 7(1)(c)	To ensure the holder of an APMS contract only employs or engages a GP if certain conditions are met including ensuring the GP has the necessary clinical experience and training.	Included in ICP Direction 20.	SC9.6
Direction 7(1)(d)	To ensure that any healthcare professional employed is registered with the appropriate regulatory body, and has the necessary clinical experience and training.	Included in ICP Direction 21.	SC9.6
Direction 7(1)(e)	To ensure arrangements are in place for any staff performing primary medical services to undertake training to ensure continuing competency.	Not included in ICP Directions. The requirement for those providing NHS services to be adequately trained applies much more widely than those performing primary medical services. The requirement is included as part of a general training requirement in the ICP Contract.	SC9.7, 9.8



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Direction 7(1)(f)	To ensure GP Specialty Registrars are employed on rates and conditions approved by the Secretary of State.	Included in ICP Direction 22.	SC9.6
Direction 7(1)(g)	To include a requirement for specified information to be included by GPs, or another healthcare professional, when signing documents in specified conditions.	Not included in ICP Directions. Documents which require information from GPs include details of information to be provided.	-
Direction 7(1)(h)	To require the APMS contractor to carry out its obligations with reasonable care and skill.	Not included in ICP Directions. This requirement applies to all services provided by the Integrated Care Provider: encapsulated in the obligation to provide services in accordance with “Good Practice” primary medical services.	SC1.4, and in definition of Good Practice
Direction 7(1)(i)	To keep patients’ records on forms supplied to it by NHS England, or on computerised records.	Included in ICP Direction 36.	SC16.1
Direction 7(1)(j)	To ensure the nomination of a person to have responsibility for the confidentiality of personal data held by the GP practice.	Not included in ICP Directions. The ICP will be responsible for all	GC28

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		personal data held. The ICP Contract requires the ICP to nominate an Information Governance Lead, and a Caldicott Guardian to have responsibility for the confidentiality of personal data.	
Direction 7(1)(k)	To require the contractor to provide information to NHS England, or a person authorised by it, information in connection with the contract for services or information which is reasonably required in connection with NHS England's functions.	Included in ICP Direction 41.	GC9.2.2
Direction 7(1)(l)	Where a GP practice has issued a prescription to a patient, or referred a patient for other NHS services, they are required to answer any questions from NHS England where the information is needed to assist NHS England in carrying out its functions, or assisting the practice to meet	Included in ICP Direction 49.	SC30.5

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	the terms of its contract with NHS England.		
Direction 7(1)(m)	Where a GP has issued a medical certificate (“sick note”) to a patient, the GP is required to answer any questions about that certificate from a medical officer, or other healthcare professional, who is acting on behalf of the Department for Work and Pensions. Before doing so, GP practices are required to ensure the patient consents to them doing so.	Included in ICP Direction 42.	SC28.3
Direction 7(1)(n)	To submit requested information to NHS England which will form the basis for an annual review of the contractor’s performance in relation to the services it provides under the contract.	Not included in ICP Directions. The ICP Contract includes a requirement for the commissioner and the provider to hold regular reviews and a review report to be prepared. The contract also provides that, in an emergency, a contract review may take place outside of the agreed periods.	GC7

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Direction 7(1)(o)	To establish and operate a complaints procedure to deal with complaints about the services provided. The procedure must comply with requirements set out in the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.	Included in ICP Direction 50.	SC22.1
Direction 7(1)(p)	<p>i) To co-operate with any investigation of a complaint about services provided by NHS England or the Health Service Commissioner.</p> <p>ii) To co-operate with any investigation by an NHS body or local authority which relates to a patient or former patient of the APMS contractor.</p>	Included in ICP Direction 51.	SC22.3
Direction 7(1)(q)	To have an effective system of clinical governance including relating to the management and use of controlled drugs.	Included in ICP Direction 52.	SC7.1
Direction 7(1)(r)	To co-operate with the Secretary of State, and Health Education England, in meeting their obligations in relation to planning and training of those	Included in ICP Direction 55.	SC9.9

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	working, or intending to work, in the NHS.		
Direction 7(1)(s)	To have adequate indemnity cover.	Included in ICP Direction 56.	GC14.3
Direction 7(1)(t)	To hold adequate public liability insurance where this is not covered by the indemnity agreement referred to above.	Included in ICP Direction 57.	GC14.3
Direction 7(1)(u)	To keep a register of gifts given to members of the practice listed in the directions by, or on behalf of, a patient or relative of a patient, or by any person who has provided, or would like to provide, services to the contractor or its patients.	Included in ICP Direction 58.	GC36.2
Direction 7(1)(v)	To comply with all relevant legislation and guidance.	Not included in ICP Directions. The ICP Contract requires, at SC1.4, the holders of the contract to carry out all of its obligations in line with: the terms of the Contract the Law; and Good Practice	SC1.4

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Direction 7(1)(w)	To limit any rights under the APMS contract to the parties to that contract.	Not included in ICP Directions. The ICP Contract includes, at GC38, provisions relating to third part rights.	GC38
Direction 7(1)(x)	Sets out the terms under which a drugs, medicines and appliances may be prescribed and dispensed.	Included in ICP Directions – Part 4 – Directions 24 to 34.	SC29.1, 29.2
Direction 7(2)(a)	To ensure that premises used for the provision of primary medical services are suitable for the delivery of those services and sufficient to meet the needs of the practice's patients.	Not included in ICP Directions. This requirement will not be specific to the premises used to provide primary medical services. The ICP Contract will require all premises from which services are to be provided to be suitable.	SC20.2
Direction 7(2)(b)	To ensure that the telephone number used for patients to contact the practice does not begin with the numbers 087, 090 or 091.	Included in ICP Directions – Schedule 3 – paragraph 1.	SC30.1
Direction 7(2)(c)	To prevent the APMS contractors from entering into new arrangements, or renewing existing arrangements, which	Included in ICP Directions – Schedule 3 – paragraph 2.	SC30.2

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	mean patients would pay more than the cost of a call to a geographic number when contacting the practice.		
Direction 7(2)(d)	To send a clinical report to NHS England as soon as possible of treatment provided to a patient not on their list, for example, in an emergency. This is then passed to the patient's own GP to ensure their medical record can be updated.	Included in ICP Directions – Schedule 3 – paragraph 3.	SC30.3
Direction 7(2)(e)	To store any vaccines in line with the manufacturer's instructions and to keep refrigerators which store vaccines meeting certain requirements.	Included in ICP Directions – Schedule 3 – paragraph 4.	SC30.4
Direction 7(2)(f)	To ensure proper arrangements for infection control and decontamination.	Included in ICP Directions – Schedule 3 – paragraph 5.	SC26.5
Direction 7(2)(g)	To set out the conditions which must be met before sub-contracting of clinical services can take place.	Included in ICP Direction 13.	GC15.1A
Direction 7(2)(h)	To notify NHS England of any serious incident which might	Not included in ICP Directions.	SC23

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	affect the provision of services under the APMS contract.	The ICP Contract provides, at SC23, for procedures to be in place for reporting, investigating, and implementing lessons learned, from serious incidents, notifiable safety incidents and other patient safety incidents.	
Direction 7(2)(i)	To notify NHS England within one working day of any death on the practice premises.	Included in ICP Directions – Schedule 3 – paragraph 17.	SC27.2
Direction 7(2)(j)	To allow a person authorised, in writing, by NHS England to enter and inspect the practice premises.	Not included in ICP Directions. The ICP Contract includes, at GC21, provisions which allow NHS England to enter the premises for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services.	GC21 provides for entry for inspection by NHS England, CQC, Local Healthwatch and other regulatory and supervisory bodies.
Direction 7(2)(k)	To allow a person authorised by the Care Quality Commission	Not included in ICP Directions.	GC21 provides for entry for inspection by NHS England,



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	(CQC) to enter and inspect the practice premises.	The CQC Regulations include the right of entry to, and inspection of, GP premises	CQC, Local Healthwatch and other regulatory and supervisory bodies.
Direction 7(2)(l)	Requires GP practices to allow a person authorised by Local Healthwatch to enter and inspect the practice premises.	Not included in ICP Directions. The Local Healthwatch Regulations include a right of entry to, and inspection of, GP premises.	GC21 provides for entry for inspection by NHS England, CQC, Local Healthwatch and other regulatory and supervisory bodies.
Direction 7(2)(m)	To include the circumstances in which an APMS contract may be varied.	Not included in ICP Directions. The ICP Contract sets out, at GC16.5 and 16.6, the circumstances in which the commissioner may require the contract to be varied.	GC16.5, 16.6
Direction 7(2)(n)	To set out the arrangements for the termination of the contract where a single-handed contractor dies, or for the circumstances in which the contract may continue for a further 28 days.	Not included in ICP Directions. Where primary medical services are provided under ICP arrangements, it would not be appropriate to terminate the whole ICP contract on the death of one of its GP members. The ICP will	

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		be responsible for ensuring that the patients continue to have access to primary medical services.	
Direction 7(2)(o)	To allow for NHS England to terminate an APMS contract where a contractor provided untrue or inaccurate information, prior to signing the contract, or other information specified in the Directions.	Not included in ICP Directions. The ICP Contract provides for termination for breach of warranty by the provider.	GC23.7.26
Direction 7(2)(p)	To include the additional circumstances in which NHS England may terminate the APMS contract.	Not included in ICP Directions. The ICP Contract sets out, at GC23, the grounds on which the ICP Contract may be terminated, either in its entirety or in respect of particular services.	GC23
Direction 7(2)(q)	To allow NHS England to terminate the contract where patients' safety is at risk or where there is a risk of financial risk to the Board.	Not included in ICP Directions. The ICP Contract sets out, at GC23, the grounds on which the ICP Contract may be terminated in its entirety	GC23

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		or in respect of particular services.	
Direction 7(2)(r)	To allow NHS England to terminate an APMS contract for unlawful subcontracting.	Included in ICP Direction 14.	GC23.7.19
Direction 7(3)	To allow NHS England to determine whether an APMS contract should include a requirement on the contractor to keep a register of gifts to persons other than those listed in direction 7(1)(u).	The requirement for those providing primary medical services to keep a list of gifts to specified persons is included in ICP Direction 58. GC36 of the ICP Contract includes a requirement regarding the acceptance of gifts from patients. This will cover those persons other than those listed in direction 7(1)(u) of the ICP Directions.	GC36.2
Direction 8	Requires GP practices to provide prescribed medical certificates to their patients, or patient representative, free of charge where this is required by other legislation. E.g. to prove incapacity to work	The requirement to provide these certificates is set out in ICP Direction 8. The list of certificates to be provided free of charge is set out in Schedule 1 of the Directions.	SC28

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		SC28 of the ICP Contract reinforces this requirement.	
Direction 9	To ensure that GP performers (those who treat patients) take part in an annual appraisal process and that they co-operate with NHS England in relation to NHS England's patient safety functions.	Not included in ICP Directions. The ICP Contract includes, at SC9, a requirement that all staff involved in providing services receives full and detailed appraisal, and continuous professional and personal development.	SC9
Direction 10	To prevent the APMS contractor from charging patients for any treatment except in certain circumstances set out in the Directions. For example, when providing evidence for insurance claims.	Included in ICP Direction 9.	GC11.21
Direction 11	i) When referring patients for other services, or prescribing drugs or medicines, to do so without regard to its own financial interests. ii) To prevent an APMS contractor from advising patients that a prescription may	Included in ICP Direction 10.	GC36.3, 36.4

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	only be dispensed by a particular dispenser.		
Direction 12	To set the circumstances in which the contract may be terminated.	Not included in ICP Directions. The ICP Contract sets out, at GC23, the grounds on which the ICP contract may be terminated in its entirety or in respect of a particular service.	GC23

**APMS Directions, Part 4 – Mandatory Terms of an APMS Contract under which essential services are to be provided.**

Requires NHS England to ensure that any APMS contract it enters into, which requires the contractor to provide essential services, contains the terms set out in Part 4

Note: Essential services must be provided where the contractor has a list of registered patients.

<b>APMS Direction Reference</b>	<b>Provision</b>	<b>Where replicated in ICP Directions, or why omitted</b>	<b>Where incorporated or reflected in draft ICP Contract</b>
Direction 13	To establish and maintain a patient participation group through which to obtain feedback from patients about the services provided by the contractor and to agree	Included in ICP Direction 11.	SC14.4

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	improvements, if any, to be made to those services.		
Direction 14(1)(a)	To publish on their website the mean net earnings of GPs who are party to the contract or who have been employed or engaged by the contractor for at least 6 months during the financial year.	Included in ICP Direction 12.	GC18.9
Direction 14(1)(b)	To keep adequate patient records and to keep patients' records on forms supplied to it by NHS England, or on computerised records.	Included in ICP Direction 36.	SC16.1
Direction 14(1)(c)	To ensure a patient's summary care record to be updated and for the change in information to be uploaded.	Included in ICP Direction 37.	SC16.10
Direction 14(1)(d)	Where a patient registers with a new GP practice, to send the patient's medical record to the new practice using the GP2GP system – where this is available.	Included in ICP Direction 38.	SC16.14
Direction 14(1)(e)	To use the patient's NHS number, where known, in all clinical correspondence.	Included in ICP Direction 39.	SC16.12
Direction 14(1)(f)	To ensure patients have access to online services including the	Included in ICP Direction 40.	SC11.5

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	ability to book, view, and cancel appointments online.		
Direction 14(1)(g)	To provide information to NHS England as set out in the APMS Directions.	Included in ICP Directions 43 to 48.	GC9.2.2
Direction 14(1)(h)	<p>i) To allow patients the opportunity to give anonymous feedback, through the Friends and Family Test, on the services received from the practice.</p> <p>ii) to report the results of completed tests to NHS England and to publish these results.</p>	Included in ICP Direction 53.	SC14.5
Direction 14(1)(i)	To provide treatment to patients who attend the practice without an appointment, or to offer the patient at a time which does not compromise the patient's health.	<p>Not included in ICP Directions.</p> <p>The ICP Contract requires, at SC2.4, the provider to make available to the population services which are clinically appropriate to meet their individual needs.</p> <p>The ICP Contract requires, at SC4.2, primary medical services to be offered from a</p>	SC2.4, 4.2

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		<p>choice of a range of premises, at readily accessible areas, from which patients can receive primary medical services throughout core hours.</p> <p>The ICP Contract also requires the provider to offer sufficient pre-bookable and same-day appointments (with GPs and/or other clinical Staff as appropriate) during Core Hours to meet the needs of the Population, including during evenings and at weekends as a realistic alternative to appointments between the hours of 8.00am and 6.30pm Monday to Friday.</p>	
Direction 14(1)(j)	i) To inform patients where they may obtain a particular service, or out of hours services, if they are not provided by the practice.	Included in ICP Directions – Schedule 3 – paragraph 6.	SC10.6



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	ii) To ensure patients contacting the practice during the out of hours period are provided with information on how to access services during this period.		
Direction 14(1)(k)	<p>To identify those newly registered patients – over the age of 16 – who are drinking alcohol at increasing or higher risk levels with a view to reducing the alcohol related health risks to that patient.</p> <p>To identify those patients aged 65 and over who are living with moderate to severe frailty and to undertake an annual review of the patient’s medication and, where appropriate, discuss whether the patient has fallen at any time in the last 12 months.</p>	Included in ICP Directions – Schedule 3 – paragraphs 9 and 10, respectively.	SC4.19, 4.20
Direction 14(1)(l)	To allocate to all patients a named (accountable) GP with responsibility for services provided to the patient under the contract.	Included in ICP Directions – Schedule 3 – paragraph 11.	SC4.17
Direction 14(1)(m)	To allocate to all patients aged 75 and over a named (accountable) GP to take lead	Included in ICP Directions – Schedule 3 – paragraph 12.	SC4.18

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	responsibility for services provided to the patient and for liaising with other health and social care professionals involved in the care of the patient.		
Direction 14(1)(n)	To include the criteria for the inclusion in list of patients – armed forces personnel and detained persons.	Included in ICP Directions – Schedule 3 – paragraphs 13 and 14, respectively.	SC2.2
Direction 14(1)(o)	To give notice to newly registered patients notice of their right to express a choice of practitioner and for the contractor to comply with that choice where possible.	Included in ICP Directions – Schedule 3 – paragraph 16.	SC4.16.4
Direction 14(1)(p)	For NHS England to notify patients where there is a variation to the contract and to the services provided by the contractor.	Not included in ICP Directions.  The ICP Contract includes a general duty to involve the Population (and, where appropriate, their Carers and Legal Guardians), Staff, GPs and other primary care Referrers, the public and local community and voluntary sector	SC14.3

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		organisations when considering and implementing developments to and redesign of Services and the manner in which they are to be delivered and/or to the range of Services to be available to the Population.	
Direction 14(2)	To require the practice to be a member of a CCG and to appoint a healthcare professional to represent the practice on the CCG.	Included in ICP Direction 7.	GC5.1
Direction 14(3)	To prepare a practice leaflet which includes information including services available, how to register, and opening hours.	Not included in ICP Directions. The ICP Contract requires the provider to make available, to patients, appropriate information about all services it is commissioned to provide.	SC4.6.6
Direction 14(4)	The circumstances in which NHS England may assign patients to the contractor's list of registered patients and to	Not included in ICP Directions. The ICP Contract requires, under SC2, the	SC2.1

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	state if the contractor's list is open or closed to new patients.	list of patients to remain open. Separate directions require NHS England to assign patients to a GP list where the patient has been unable to find a practice to accept them.	
Direction 14(5)	The circumstances in which a contractor is required to treat a patient other than at the practice premises.	Not included in ICP Directions. The NHS ICP Contract requires, at SC4.2, primary medical services to be offered from a choice of a range of premises, at readily accessible areas, from which patients can receive primary medical services throughout core hours.	SC4.2

## APMS Directions - Part 5 - Mandatory terms for an APMS Contract under which out of hours services are to be provided

APMS Direction Reference	Provision	Where replicated in ICP Directions, or why omitted	Where incorporated or reflected in draft ICP Contract
Direction 15	<p>To comply with the National Quality Requirements in the Delivery of Out of Hours Services.</p> <p>Note: from 1 October 2018 this will change to a requirement to comply with the Integrated Urgent Care Key Performance Indicators.</p>	Included in ICP Direction 15(1)	SC6.1.3

**APMS Directions, Part 6 - Mandatory terms regarding the variation of an APMS contract where a contractor accepts registered patients from outside the practice area**

<b>APMS Direction Reference</b>	<b>Provision</b>	<b>Where replicated in ICP Directions, or why omitted</b>	<b>Where incorporated or reflected in draft ICP Contract</b>
Direction 16	These provisions were introduced under the patient choice scheme. They provide that, where a GP practice registers a patient from outside the practice area, the contract will be varied to remove the requirement to provide home visits. The provisions also provide for a practice to remove an out of area patient from their list where it is no longer clinically appropriate or practical to continue to provide services to that patient.	Included in ICP Directions Schedule 3 paragraph 8.	SC2.3

## APMS Directions, Part 7 - Patient Lists

APMS Direction Reference	Provision	Where replicated in ICP Directions, or why omitted	Where incorporated or reflected in draft ICP Contract
Direction 17	Places a requirement on NHS England to keep a list of patients registered with, or assigned to, the APMS contractor.	Not included in ICP Directions. The ICP Directions include, at Schedule 3 paragraph 7, a requirement on the ICP contractor to keep an up to date list of registered patients and to make this list available to NHS England when requested. The ICP Contract includes a requirement to comply with this provision in the directions. As such, the inclusion of an additional requirement for NHS England to maintain a list of patients was considered to be overly bureaucratic.	SC2.1

**APMS Directions, Part 8 - General transitional provision, saving and revocation**

<b>APMS Direction Reference</b>	<b>Provision</b>	<b>Where replicated in ICP Directions, or why omitted</b>	<b>Where incorporated or reflected in draft ICP Contract</b>
Direction 18	This is the general, transitional and savings provision.	Not included in ICP Directions. These are technical provisions which relate to the previous APMS Directions.	-



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