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Standard Alternative Provider Medical Services Contract Variation Notice

Version 1, 16 August 2023

Standard Alternative Provider Medical Services (APMS) Contract Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England

The text of the Standard Alternative Provider Medical Services (APMS) Contract Variation Notice August 2023 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the signed agreement to be varied is in the form of the NHS England Standard Alternative Provider Medical Services Contract and is up to date with all prior variation notices (up to and including the Alternative Provider Medical Services Variation Notice April 2023).

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."

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Dear Sir/Madam

Notice of Variation to your Standard Alternative Provider Medical Services Contract dated []

We give you notice under Clause 57.2 of your Alternative Provider Medical Services Contract dated [] that the terms of your Contract 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 Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023;
- The Health Education England (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2023; and
- The Alternative Provider Medical Services (Amendment) (No.2) Directions 2023;

which came into force since the last update to the Alternative Provider Medical Services Contract.

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

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

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Dated:

Signed:

on behalf of [INSERT ICB NAME]

Print name:

Wording of Variations

General variations

1. **Replace** each reference to “NHS Digital”, “the Health and Social Care Information Centre”, “Health and Social Care Information Centre”, “the Centre” or “Health Education England” with “NHS England”.

Clause 3

2. **Replace** clause 3.2 with:

“3.2

3.2.1 The Contractor must take steps to ensure that a Patient who contacts the Contractor:

3.2.1.1 by attendance at the Contractor's Practice Premises;

3.2.1.2 by telephone;

3.2.1.3 through the Practice's Online Consultation Tool within the meaning given in clause 32.20L.2; or

3.2.1.4 through a relevant electronic communication method within the meaning given in clause 32.20M.3,

is provided with an appropriate response in accordance with sub-clauses 3.2.2, 3.2.3 and 3.2.4.

3.2.2 The appropriate response is that the Contractor must:

3.2.2.1 invite the Patient for an appointment, either to attend the Contractor's Practice Premises or to participate in a telephone or Video Consultation, at a time which is appropriate and reasonable having regard to all the circumstances, and the Patient's health would not thereby be jeopardised;

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3.2.2.2 provide appropriate advice or care to the Patient by another method;

3.2.2.3 invite the Patient to make use of, or direct the Patient towards, appropriate services which are available to the Patient, including services which the Patient may access themselves; or

3.2.2.4 communicate with the Patient:

3.2.2.4.1 to request further information; or

3.2.2.4.2 as to when and how the Patient will receive further information on the services that may be provided to them, having regard to the urgency of their clinical needs and other relevant circumstances.

3.2.3 The appropriate response must be provided:

3.2.3.1 if the contact under sub-clause 3.2.1 is made outside Core Hours, during the following Core Hours;

3.2.3.2 in any other case, during the day on which the Core Hours fall.

3.2.4 The appropriate response must take into account:

3.2.4.1 the needs of the Patient; and

3.2.4.2 where appropriate, the preferences of the Patient.”.

Clause 8

3. In clause 8.2, **delete** the words “, or 07 followed by a further 9 digits”.

4. After clause 8.2, **insert**:

“8A New Telephone Contract or Arrangement

8A.1 The Contractor must ensure that any new contract or other arrangement relating to telephone services used by:

8A.1.1 Patients to contact the Practice for any purpose related to the Contract; or

8A.1.2 any other person to contact the Contractor's Practice in relation to services provided as part of the health service,

is with a supplier specified in the Advanced Telephony Better Purchasing framework.”.

Clause 31

5. In clause 31.10, **delete** the words “a Medical Card or”.

Clause 32

6. **Replace** clause 32.20A (including the heading) with:

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

32.20A Where the Contractor holds the medical record of a Registered Patient ("P") on its computerised clinical systems, the Contractor must:

32.20A.1 provide P with the facility to access online information entered onto P's medical record on or after the Relevant Date (the "Prospective Medical Record"); and

32.20A.2 promote and offer to P, in accordance with clause 32.20B, the facility to access online the information from P's medical record held in coded form.

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- 32.20B For the purposes of clause 32.20A.2, the Contractor is taken to be:
- 32.20B.1 promoting the facility to P where P is encouraged to utilise the practice's digital services and to interact with the practice via online access;
 - 32.20B.2 offering the facility to P where it is freely available to P if P shows interest in the facility or requests access in writing to their medical records held in coded form.
- 32.20C Where a person ("R") applies to become a Registered Patient of the Contractor, the Contractor must, as part of the registration process:
- 32.20C.1 make information available to R about the practice's digital services and about how R may interact with the practice via online access; and
 - 32.20C.2 in form R in writing that on becoming a Registered Patient, R will be provided with the facility to access R's Prospective Medical Record (unless R chooses not to be provided with that facility).
- 32.20D The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online information entered onto their medical record.
- 32.20E In clauses 32.20A – 32.20HC, "Relevant Date" means:
- 32.20E.1 if the Contractor has not provided P with the facility to access online P's Prospective Medical Record under this clause as in force immediately before 15 May 2023, the day on which the Contractor does provide the facility under clause 32.20A.1; or
 - 32.20E.2 31 October 2023;

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whichever is the earlier.

32.20F

Where:

32.20F.1 the Contractor has not, before 15 May 2023, provided P with the facility to access online P's Prospective Medical Record; and

32.20F.2 P makes a request in writing to the Contractor on or after 15 May 2023 but before 31 October 2023, to be provided with that facility,

the Contractor must provide that facility to P by the end of the Compliance Period or by 31 October 2023 whichever is the earlier.

32.20G

Where:

32.20G.1 the Contractor has not, before 1 November 2023, for whatever reason, provided P with the facility to access online P's Prospective Medical Record; and

32.20G.2 P makes a request in writing to the Contractor on or after 31 October 2023 to be provided with that facility;

the Contractor must provide P with that facility by the end of the Compliance Period.

32.20H

Subject to clause 32.20HA, the Contractor must not remove the facility of a Registered Patient to access online their medical record provided under:

32.20H.1 clauses 32.20A to 32.20HC as in force immediately before 15 May 2023; or

32.20H.2 clause 32.20A.

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32.20HA Nothing in clauses 32.20A to 32.20HC requires the Contractor to provide P with the facility to access:

32.20HA.1 online information entered onto the medical record where that information is Excepted Information;

32.20HA.2 online information entered onto P's Prospective Medical Record where P has informed the Contractor that they do not, or no longer, wish to be provided with that facility; or

32.20HA.3 information referred to in clause 32.20A.2 which the Contractor's computerised systems cannot separate from any free-text entry in P's medical record.

32.20HB For the purposes of clauses 32.20A to 32.20J:

32.20HB.1 "the Compliance Period" means the period specified in Article 12 of the UK GDPR for compliance with a request made in exercise of a right under Article 15 of the UK GDPR;

32.20HB.2 information is "Excepted Information" if the Contractor would not be required to disclose it in response to a request made in exercise of a right under Article 15 of the UK GDPR.

32.20HC For the purposes of clause 32.20HB, "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018.”.

7. In clause 32.20I, **delete** the words “and redaction software”.

8. Immediately after clause 16.5ZB.1, **insert**:

“32.20IA Where P makes a request under clause 32.20I.2, the Contractor must provide P with the facility by the end of the Compliance Period.

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32.20IB The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online their Relevant Medical Information.”.

9. In clause 32.20J.1:

9.1. **Replace** the word “offered” with the word “provided”; and

9.2. **Delete** the words “or 32.20B”.

10. In clause 32.20L.3.1, immediately after the words “required to offer”, **insert** the words “, promote or, as the case may be, provide”.

11. In clause 32.20L.3.2, immediately after the words “required to offer”, insert the words “and promote”.

12. In clause 32.21, **replace** the words “promote and offer” with the words “promote, offer or, as the case may be, provide”.

Clause 34G

13. In clause 34G.1, after the words “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”, **insert** the words “(the functions of the Health and Social Care Information Centre under the Directions were transferred to NHS England by the Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023).”.

Clause 35CA

14. **Replace** clause 35CA.10 with:

“35CA.10 The Contractor shall use reasonable endeavours to include in a Third Party Contract (whenever entered into) a term requiring the Third Party (“T”):

35CA.10.1 to include the term specified in Clause 35CA.6 in any Contract of Engagement which T enters into with a

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Jobholder on or after entering into the contract with the Contractor;

35CA.10.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with the Contractor.”.

15. **Replace** clause 35CA.11.1 with:

“35CA.11.1 include in a Third Party Contract (whenever entered into) a term requiring T:

35CA.11.1.1 to include the term specified in Clause 35CA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with S;

35CA.11.1.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with S;”.

16. In clause 35CA.11, after the words “a term requiring P to”, **insert** the words “use reasonable endeavours to”.

17. **Replace** clause 35CA.12 with:

“35CA.12 The term is one which requires T:

35CA.12.1 to include the term specified in clause 35CA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with P;

35CA.12.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with P.”.

Schedule 1

18. In paragraph 1.2, **delete** the following definitions:

18.1. “Medical Card”; and

18.2. “NHS Digital Workforce Collection”.

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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: