
DIRECTIONS

THE NATIONAL HEALTH SERVICE ACT 2006

The Primary Medical Services (Directed Enhanced Services) (England) Directions 2010

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

Citation, commencement and application

1.—(1) These Directions may be cited as the Primary Medical Services (Directed Enhanced Services) (England) Directions 2010 and shall come into force on 1st April 2010.

(2) These Directions are given to Primary Care Trusts in England.

Interpretation

2. In these Directions—

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

“child” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004(b);

“clinical session” means a fixed period of time made available for clinical consultations with patients and where, unless the context otherwise requires, the health care professional who is available for such clinical consultations is a general practitioner;

“core hours” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004;

“CRP” means the Contractor Registered Population as defined in the Statement of Financial Entitlements;

“financial year” means the twelve months ending with 31st March;

“general practitioner” means a medical practitioner whose name is included in a medical performers list prepared by a Primary Care Trust under regulation 3 of the National Health Service (Performers Lists) Regulations 2004(c);

“GMS contractor” means a person with whom a Primary Care Trust is entering or has entered into a general medical services contract;

“health care professional” means a person who is a member of a profession regulated by a body mentioned in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002(d);

“out of hours services” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004;

(a) 2006 c.41.

(b) S.I. 2004/291. There are no relevant amendments in respect of the definitions in direction 2.

(c) S.I. 2004/585. The relevant amending instruments are S.I. 2004/2694, 2005/502, 893 and 3491, 2006/635, 1385 and 1914 and 2008/1187.

(d) 2002 c.17 as amended by section 127 of, and paragraph 17 of Schedule 10 to, the Health and Social Care Act 2008 (c.14).

“PMS contractor” means a person with whom a Primary Care Trust is entering or has entered into section 92 arrangements^(a) which require the provision by that person of primary medical services;

“primary medical services contract” means—

- (a) a general medical services contract;
- (b) section 92 arrangements which require the provision of primary medical services; or
- (c) contractual arrangements for the provision of primary medical services under section 83(2)(b) of the Act (primary medical services);

“primary medical services contractor” means—

- (a) a GMS or PMS contractor; or
- (b) a person with whom a Primary Care Trust is making or has made contractual arrangements for the provision of primary medical services under section 83(2)(b) of the Act;

“registered patient” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004;

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

“working day” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004.

Establishment etc. of directed enhanced services schemes

3.—(1) Each Primary Care Trust must exercise its functions under section 83 of the Act of providing primary medical services within its area, or securing their provision within its area, by (as part of its discharge of those functions) establishing, operating and, as appropriate, revising the following schemes for its area—

- (a) an Extended Hours Access Scheme, the underlying purpose of which is to enable patients to consult a general practitioner, face to face, at times other than during the core hours specified in the contractor’s primary medical services contract, as agreed with the Primary Care Trust;
- (b) an Alcohol Related Risk Reduction Scheme, the underlying purpose of which is to—
 - (i) encourage contractors to review newly registered patients aged 16 and over, and
 - (ii) where any such patient is identified as possibly drinking alcohol at increasing risk or higher risk levels, to offer and deliver a brief intervention to such patients aimed at seeking to reduce alcohol related health risks;
- (c) an Ethnicity and First Language Recording Scheme, the underlying purpose of which is to encourage contractors to record the ethnicity and first language of all their registered patients in order to assist the contractor and the Primary Care Trust in assessing the needs of the contractor’s registered patients and in addressing any inequalities in accessing health services and in health outcomes;
- (d) a Learning Disabilities Health Check Scheme, the underlying purpose of which is to encourage contractors to identify registered patients aged 18 and over and who are known to the local authority social services department primarily because of their learning disabilities and to offer and provide such patients with an annual health check;
- (e) an Osteoporosis Diagnosis and Prevention Scheme, the underlying purpose of which is to encourage the contractor to confirm diagnoses of Osteoporosis in those of their female registered patients aged 65 and older with a history of fragility fractures and to prescribe appropriate pharmacological secondary prevention in such patients;

(a) See section 92(8) of the Act.

- (f) a Childhood Immunisation Scheme, the underlying purpose of which is to ensure that patients in its area—
 - (i) who have passed their second birthday but not yet their third birthday are able to benefit from the recommended immunisation courses (i.e. those that have been recommended nationally and by the World Health Organisation)^(a) for protection against—
 - (aa) diphtheria, tetanus, poliomyelitis, pertussis and Haemophilus influenzae type B (HiB),
 - (bb) measles/mumps/rubella, and
 - (cc) Meningitis C, or
 - (ii) who have passed their fifth birthday but not yet their sixth birthday are able to benefit from the recommended reinforcing doses (i.e. those that have been recommended nationally and by the World Health Organisation) for protection against diphtheria, tetanus, pertussis and poliomyelitis;
- (g) an Influenza and Pneumococcal Immunisation Scheme, the underlying purpose of which is to ensure that patients in its area who are at risk of influenza or pneumococcal infection are offered immunisation against these infections;
- (h) a Violent Patients Scheme, the underlying purpose of which is to ensure that there are sufficient arrangements in place to provide primary medical services to patients who have been subject to immediate removal from a patient list of a primary medical services contractor because of an act or threat of violence; and
- (i) a Minor Surgery Scheme, the underlying purpose of which is to ensure that a wide range of minor surgical procedures are made available as part of the primary medical services provided within the Primary Care Trust's area.

(2) Before entering into any arrangements with a primary medical services contractor as part of one of the schemes mentioned in paragraph (1), a Primary Care Trust must satisfy itself that the contractor with which it is proposing to enter into those arrangements—

- (a) is capable of meeting its obligations under those arrangements including under any plan agreed under those arrangements; and
- (b) in particular, has the necessary facilities, equipment and properly trained and qualified general practitioners, health care professionals and staff to carry out those obligations,

and nothing in these Directions shall be taken as requiring a Primary Care Trust to enter into such arrangements with a contractor if it has not been able to satisfy itself in this way about the contractor.

Extended Hours Access Scheme

4.—(1) As part of its Extended Hours Access Scheme, each Primary Care Trust must before 30th April 2010 and subject to paragraphs (2) and (5), offer to—

- (a) each GMS contractor in its area who has entered into a contract which subsists on 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who has entered into an agreement which subsists on 1st April 2010,

the opportunity to enter into arrangements under the Scheme in respect of the twelve month period ending on 31st March 2011.

(2) Unless paragraph (3) applies, a Primary Care Trust must, as far as is reasonably practicable, agree proposals to enter into arrangements under the Scheme and enter into such arrangements before 1st July 2010.

(a) Information on such recommended immunisation courses can be accessed on the following website: http://www.dh.gov.uk/en/Publichealth/Healthprotection/Immunisation/Greenbook/DH_4097254

(3) A Primary Care Trust is required to enter into, as part of its Extended Hours Access Scheme, such arrangements after 30th June 2010 only where—

- (a) the contractor—
 - (i) has not provided the Primary Care Trust with its proposals to enter into arrangements before 1st July 2010, and
 - (ii) on the 30th June 2010, 28 days have not lapsed since the offer to enter into arrangements was made by the Primary Care Trust,in which case, the Primary Care Trust must consider the contractor's proposals in accordance with paragraph (4);
- (b) two or more GMS or PMS contracts (under at least one of which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) merge and—
 - (i) as a result two or more patient lists are combined, resulting in either a new GMS or PMS contract or a varied GMS or PMS contract,
 - (ii) the contractor under such new or varied contract wishes to enter into new arrangements under paragraph (1), and
 - (iii) pending such new arrangements, the contractor provides extended hours access arrangements which are, in the opinion of the Primary Care Trust, broadly comparable to what is necessary in order to provide the minimum hours of extended access required under these Directions,in which case the Primary Care Trust is required to enter into new arrangements under the Scheme referred to in paragraph (1) on or before the expiry of the period of 28 days beginning with the date of the merger; or
- (c) a GMS or PMS contract (under which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) splits and—
 - (i) as a result the contractor's patient list is divided between two or more GMS or PMS contractors, resulting in either new GMS or PMS contracts or varied GMS or PMS contracts, or a combination of both, and a contractor under such new or varied contract wishes to enter into new arrangements under paragraph (1), and
 - (ii) pending such new arrangements, the contractor provides extended hours access arrangements which are, in the opinion of the Primary Care Trust, broadly comparable to what is necessary in order to provide the minimum hours of extended access required under these Directions,in which case the Primary Care Trust is required to enter into new arrangements under the Scheme referred to in paragraph (1) on or before the expiry of the period of 28 days beginning with the date of the split.

(4) A Primary Care Trust must—

- (a) consider any proposals put forward by a GMS or PMS contractor which wishes to enter into arrangements under paragraphs (1) and (3) with a view to agreeing them;
- (b) not delay any such consideration unreasonably;
- (c) not withhold its agreement unreasonably; and
- (d) in making a decision as to whether to agree to any proposals, have regard to any relevant local circumstances, any known patient preferences and any relevant guidance issued by the Secretary of State.

(5) A Primary Care Trust is not required to consider and reach a decision on any proposals in accordance with paragraph (4) if the GMS or PMS contractor has failed to provide—

- (a) written proposals in response to the Primary Care Trust's offer to enter into arrangements within 28 days of that Primary Care Trust's offer; or
- (b) any information requested by the Primary Care Trust that the Primary Care Trust reasonably requires in order to ascertain whether the proposals meet its requirements.

(6) The arrangements that a Primary Care Trust enters into with a GMS or PMS contractor for extended hours access must be in writing and must include—

- (a) a written obligation by the contractor to implement the agreed arrangements in so far as they place obligations upon it;
- (b) details of the arrangements the contractor proposes to make in order to enable patients to consult a general practitioner, face to face, at times other than during the core hours specified in the contractor's primary medical services contract; and those arrangements must comply with the following provisions—
 - (i) the arrangements must include the provision of a clinical session or sessions, provided by a general practitioner or practitioners, on a regular basis each week from the contractor's practice premises which are held at times other than during the core hours specified in the contractor's primary medical services contract;
 - (ii) any clinical session or sessions provided must be in addition to the contractor's normal provision of clinical sessions during core hours;
 - (iii) the additional period of the clinical session or sessions provided must, as a minimum, equate to a period of time calculated as follows—
 - (aa) first, divide the contractor's CRP at the time the arrangements are agreed by 1000;
 - (bb) then, multiply the figure obtained from the calculation made under subparagraph (aa) by 30;
 - (cc) then, convert the figure obtained from the calculation made under subparagraph (bb) into hours and minutes, rounded to the nearest quarter hour;
 - (iv) the agreed period of time of any additional clinical session or sessions must be provided in full and may not be met by a clinical session or sessions consisting of concurrent appointments which, when added together, provide the equivalent of the agreed period of time, unless, having regard to any relevant local circumstances and to any relevant guidance issued by the Secretary of State, the Primary Care Trust, at its absolute discretion, agrees otherwise;
 - (v) any clinical session or sessions provided must be provided in continuous periods of at least 1 and a half hours unless, having regard to any relevant local circumstances, to any relevant guidance issued by the Secretary of State and to the views of the contractor's patients, the Primary Care Trust, at its absolute discretion, agrees to alternative arrangements;
- (c) a requirement that the contractor co-operate with the Primary Care Trust in any review of the arrangements designed to establish whether the pattern of additional hours provided under the arrangements is meeting the requirements of the contractor's registered patients;
- (d) where the contractor provides out of hours services to its patients, a requirement that the contractor will not limit access to any additional clinical session or sessions it provides under the agreement to those patients that it would in any event have been obliged to see in accordance with its obligations in providing that out of hours service;
- (e) the arrangements for the provision of information by the Primary Care Trust and by the contractor;
- (f) the arrangements for the monitoring of the arrangements by the Primary Care Trust;
- (g) the arrangements for changing the pattern of, or for cessation of, agreed extended opening times, including an agreed notice period for any such changes or cessation;
- (h) the arrangements to be made by the contractor and the Primary Care Trust for informing the contractor's patients about the additional clinical session or sessions being made available under these arrangements; and
- (i) in the case of PMS contractors, the amount of the payments to be made to the contractor for meeting its obligations under the arrangements, and in determining the appropriate

level of those payments the Primary Care Trust must have regard to the amounts of payments under section 7GA of the Statement of Financial Entitlements, and the Primary Care Trust must, where necessary, vary the primary medical services contractor's primary medical services contract so that the arrangements comprise part of the contractor's contract and the requirements of the arrangements are conditions of the contract.

(7) No variation of the primary medical services contract to incorporate an Extended Hours Access arrangement shall provide—

- (a) in the case of a contractor that does not provide out of hours services, that any obligation under the contract to attend on a patient outside practice premises (in accordance with terms of the contract which have effect as those specified in paragraph 3 of Schedule 6 to the National Health Service (General Medical Services Contracts) Regulations 2004 or paragraph 4 of Schedule 5 to the National Health Service (Personal Medical Services Agreements) Regulations 2004(a)) applies in respect of any additional period during which the contractor is providing services in accordance with the Extended Hours Access arrangements; or
- (b) that Saturday is to be considered a “working day” for the purposes of any calculation of a period of time required under the contract where such calculation is defined with reference to “working day”.

Alcohol Related Risk Reduction Scheme

5.—(1) As part of its Alcohol Related Risk Reduction Scheme, each Primary Care Trust must before 30th April 2010 and subject to paragraph (3) offer to—

- (a) each GMS contractor in its area who has entered into a contract before 1st April 2010 and such a contract subsists on 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who has entered into an agreement before 1st April 2010 and such an agreement subsists on 1st April 2010,

the opportunity to enter into arrangements under the Scheme in respect of the twelve month period ending on 31st March 2011.

(2) A Primary Care Trust must offer to—

- (a) each GMS contractor in its area who enters into a contract on or after 1st April 2010; and
 - (b) each PMS contractor in its area for which it holds a list of registered patients and who enters into an agreement on or after 1st April 2010,
- and subject to paragraph (3), the opportunity to enter into arrangements under the Scheme referred to in paragraph (1) for the remainder of the financial year.

(3) A Primary Care Trust is required to enter into arrangements under the Scheme referred to in paragraph (1) after 31st December 2010, only where—

- (a) two or more GMS or PMS contracts (under which at least one of which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) merge and as a result two or more patient lists are combined, resulting in either a new GMS or PMS contract or a varied GMS or PMS contract, and the contractor under such new or varied contract wishes to enter into new arrangements under the Scheme referred to in paragraph (1); or
- (b) a GMS or PMS contract (under which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) splits and as a result the contractor's patient list is divided between two or more GMS or PMS contractors, resulting in either new GMS or PMS contracts or varied GMS or PMS contracts or a combination of both and a contractor under such new or varied contract wishes to enter into new arrangements under the Scheme referred to in paragraph (1),

(a) S.I. 2004/627. There are no relevant amendments.

in which case the Primary Care Trust is required to enter into the new arrangements under the Scheme referred to in paragraph (1), and such arrangements must commence on or before the expiry of the period of 28 days beginning with the date of the merger or the split as the case may be.

(4) A Primary Care Trust must—

- (a) consider any proposals put forward by a GMS or PMS contractor which wishes to enter into arrangements under the Scheme referred to in paragraphs (1) and (2) with a view to agreeing them;
- (b) not delay any such consideration unreasonably; and
- (c) not withhold its agreement unreasonably.

(5) A Primary Care Trust is not required to consider and reach a decision in respect of entering into any arrangement under the Scheme referred to in paragraph (1) where a GMS or PMS contractor has failed to provide written proposals in response to the Primary Care Trust's offer to enter into such arrangements within 42 days beginning with the date of the offer.

(6) The arrangements that a Primary Care Trust enters into with a GMS or PMS contractor as part of its Alcohol Related Risk Reduction Scheme must be in writing and must include—

- (a) a requirement that the contractor screen newly registered patients aged 16 and over using either one of two shortened versions of the World Health Organisation (WHO) Alcohol Use Disorders Identification Test (AUDIT) questionnaire: FAST (which has four questions) or AUDIT-C (which has three questions);
- (b) a requirement that if a patient is identified as positive using either shortened version of the AUDIT questionnaire, the remaining questions of the full ten-question AUDIT questionnaire are to be used to determine increasing risk, higher risk or likely dependent drinking;
- (c) a requirement that if a patient is identified as drinking at increasing risk or higher risk levels, the contractor—
 - (i) deliver the recommended brief intervention specified in paragraph (7) to such patient,
 - (ii) respond to any other identified need in such patient that relates to their levels of drinking, and
 - (iii) provide any treatment that relates to the patient's levels of drinking and which may be required under the contractor's primary medical services contract;
- (d) a requirement that if a patient is identified as a dependent drinker the contractor shall offer to refer that patient to specialist services;
- (e) a requirement that the contractor make relevant entries in the patient's medical record;
- (f) a requirement that before 30th April 2011, the contractor provides the following information (in writing) in respect of the twelve month period ending on 31st March 2011—
 - (i) the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the World Health Organisation (WHO) Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during that period,
 - (ii) the number of newly registered patients aged 16 and over who have screened positive under either one of two shortened versions of the World Health Organisation (WHO) Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during that period who then undergo a fuller assessment using the full ten-question AUDIT questionnaire to determine an increasing risk, higher risk or likely dependent drinking,
 - (iii) the number of newly registered patients who have been identified as drinking at increasing risk or higher risk levels who have during that period received a brief intervention to help them reduce their alcohol-related risk, and

- (iv) the number of newly registered patients scoring 20 or more on the full ten-question AUDIT questionnaire who have been referred by the contractor for specialist advice for dependent drinking during that period;
- (g) details of the arrangements for the provision of information by the Primary Care Trust and by the contractor in addition to any information the contractor is required to provide in accordance with sub-paragraph (f);
- (h) details of the arrangements for the monitoring of the arrangements by the Primary Care Trust;
- (i) in the case of PMS contractors, the amount of the payments to be made to the contractor for meeting its obligations under the arrangements, and in determining the appropriate level of those payments the Primary Care Trust must have regard to the amounts of payments under section 7HA of the Statement of Financial Entitlements,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor's primary medical services contract so that the arrangements comprise part of the contractor's contract and the requirements of the arrangements are conditions of the contract.

(7) The recommended brief intervention for use in the case of patients identified as drinking at increasing risk or higher risk levels is the basic five minutes of advice used in the WHO clinical trial of brief intervention in primary care, using the programme modified for the UK context by the University of Newcastle – *How Much Is Too Much?*(a).

Ethnicity and First Language Recording Scheme

6.—(1) As part of its Ethnicity and First Language Recording Scheme, each Primary Care Trust must before 30th April 2010 and subject to paragraph (3) offer to—

- (a) each GMS contractor in its area who has entered into a contract before 1st April 2010 and such a contract subsists on 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who has entered into an agreement before 1st April 2010 and such an agreement subsists on 1st April 2010,

the opportunity to enter into arrangements under the Scheme in respect of the twelve month period ending on 31st March 2011.

(2) A Primary Care Trust must offer to—

- (a) each GMS contractor in its area who enters into a contract on or after 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who enters into an agreement on or after 1st April 2010,

and subject to paragraph (3), the opportunity to enter into arrangements under the Scheme referred to in paragraph (1) for the remainder of the financial year.

(3) A Primary Care Trust is required to enter into an arrangement under the Scheme referred to in paragraph (1) after 31st December 2010, only where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) merge and as a result two or more patient lists are combined, resulting in either a new GMS or PMS contract or a varied GMS or PMS contract, and the contractor under such new or varied contract wishes to enter into new arrangements referred to in paragraph (1); or
- (b) a GMS or PMS contract (under which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) splits and as a result the contractor's patient list is divided between two or more GMS or PMS contractors, resulting in either new GMS or PMS contracts or varied GMS or PMS contracts, or a combination of both, and a contractor under such new or varied contract wishes to enter into new arrangements referred to in paragraph (1),

(a) This programme and associated audit tools can be accessed on the following website <http://www.alcohollearningcentre.org.uk/Topics/Browse/BriefAdvice/>

in which case the Primary Care Trust is required to enter into new arrangements under the Scheme referred to in paragraph (1), and such arrangements must commence on or before the expiry of the period of 28 days beginning with the date of the merger or the split as the case may be.

(4) A Primary Care Trust must—

- (a) consider any proposals put forward by a GMS or PMS contractor which wishes to enter into arrangements under the Scheme referred to in paragraphs (1) and (2) with a view to agreeing them;
- (b) not delay any such consideration unreasonably; and
- (c) not withhold its agreement unreasonably.

(5) A Primary Care Trust is not required to consider and reach a decision in respect of entering into any arrangement under the Scheme referred to in paragraph (1) where a GMS or PMS contractor has failed to provide written proposals in response to the Primary Care Trust's offer to enter into such arrangements within 42 days beginning with the date of the offer.

(6) The arrangements that a Primary Care Trust enters into with a GMS or PMS contractor as part of its Ethnicity and First Language Recording Scheme must be in writing and must include—

- (a) a requirement that the contractor record the ethnicity and first language of their registered patients in the patient's medical record;
- (b) a requirement that in recording the ethnicity of patients the contractor will use the categorisation codes available for that purpose in the NHS Data Dictionary which is published on the NHS Connecting for Health website^(a);
- (c) a requirement that in recording the ethnicity of patients the contractor will record the data using a categorisation code that is appropriate to the information provided—
 - (i) in the case of a patient who is not a child and who is capable of providing the required information, by that patient,
 - (ii) in the case of an adult who lacks capacity to provide the required information—
 - (aa) by their primary carer or,
 - (bb) in the absence of a primary carer, by a donee of a lasting power of attorney granted by that patient or,
 - (cc) in the absence of such donee, by a deputy appointed for that patient by the court under the provisions of the Mental Capacity Act 2005^(b), or
 - (iii) in the case of a child, by the parent, guardian or other adult who has care of the child;
- (d) a requirement that in recording the ethnicity of patients, the contractor will not use the categorisation code "any other ethnic group" for any patient unless the contractor considers, in the light of the information provided pursuant to paragraph (6)(c) that it is the only appropriate categorisation code;
- (e) a requirement that in recording the ethnicity of patients the contractor will use the categorisation code "not given"—
 - (i) in the case of a patient who is not a child and who is capable of providing the required information, in respect of any refusal by that patient to divulge their ethnicity,
 - (ii) in the case of any adult who lacks capacity to indicate their ethnicity, in respect of any refusal by an appropriate informant as referred to in paragraph (6)(c)(ii) to divulge that adult's ethnicity, or
 - (iii) in the case of a child, in respect of any refusal by a parent, guardian or other adult who has care of the child to divulge that child's ethnicity;

(a) the website can be found at:
http://www.datadictionary.nhs.uk/data_dictionary/attributes/e/enh/ethnic_category_code_de.asp?shownav=1

(b) 2005 (c.9).

- (f) a requirement that in recording the first language of patients the contractor will use the classification codes available for that purpose in the NHS Data Dictionary which is published on the NHS Connecting for Health website^(a);
- (g) a requirement that in recording the first language of patients the contractor will record the data using a classification code that is appropriate to the information provided—
 - (i) in the case of a patient who is not a child and who is capable of providing the required information, by that patient,
 - (ii) in the case of an adult who lacks capacity to provide the required information—
 - (aa) by their primary carer, or
 - (bb) in the absence of a primary carer, by a donee of a lasting power of attorney granted by that patient or,
 - (cc) in the absence of such donee, by a deputy appointed for that patient by the court under the provisions of the Mental Capacity Act 2005, or
 - (iii) in the case of a child, by the parent, guardian or other adult who has care of the child;
- (h) a requirement that in recording the first language of patients, the contractor will not use the classification code “other” for any patient unless the contractor considers, in the light of the information provided pursuant to paragraph (6)(g), that it is the only appropriate classification code;
- (i) a requirement that in recording the first language of patients, the contractor will record the fact that there was a refusal to provide information—
 - (i) in the case of a patient who is not a child and who is capable of providing the required information, in respect of any refusal by that patient to divulge their first language,
 - (ii) in the case of an adult who lacks the capacity to indicate their first language, in respect of any refusal by an appropriate informant as referred to in paragraph (6)(g)(ii) to divulge that patient’s first language, or
 - (iii) in the case of a child, in respect of any refusal by the parent, guardian or other adult who has care of that child to divulge that child’s first language;
- (j) a requirement that before 30th April 2011, the contractor provides the following information (in writing) in respect of the twelve month period ending on 31st March 2011—
 - (i) the number of its registered patients recorded against each of the NHS Data Dictionary categorisation codes for ethnic group,
 - (ii) the number of its registered patients recorded against each of the NHS Data Dictionary classification codes for first language,
 - (iii) the number of its registered patients in respect of whom a refusal to divulge information regarding their ethnicity is recorded, and
 - (iv) the number of its registered patients in respect of whom a refusal to divulge information regarding their first language is recorded;
- (k) details of the arrangements for the provision of information by the Primary Care Trust and by the contractor in addition to any information the contractor is required to provide in accordance with sub-paragraph (j);
- (l) details of the arrangements for the monitoring of the arrangements by the Primary Care Trust;
- (m) in the case of PMS contractors, the amount of the payments to be made to the contractor for meeting its obligations under the arrangements, and in determining the appropriate level of those payments the Primary Care Trust must have regard to the amounts of payments under section 7IA of the Statement of Financial Entitlements,

(a) the website can be found at:
http://www.datadictionary.nhs.uk/data_dictionary/attributes/l/language_classification_code_de.asp?shownav=1

and the Primary Care Trust must, where necessary, vary the primary medical services contractor's primary medical services contract so that the arrangements comprise part of the contractor's contract and the requirements of the arrangements are conditions of the contract.

Learning Disabilities Health Check Scheme

7.—(1) As part of its Learning Disabilities Health Check Scheme, each Primary Care Trust must before 30th April 2010 and subject to paragraph (3) offer to—

- (a) each GMS contractor in its area who has entered into a contract before 1st April 2010 and such a contract subsists on 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who has entered into an agreement before 1st April 2010 and such an agreement subsists on 1st April 2010,

the opportunity to enter into arrangements under the Scheme in respect of the twelve month period ending on 31st March 2011.

(2) A Primary Care Trust must offer to—

- (a) each GMS contractor in its area who enters into a contract on or after 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who enters into an agreement on or after 1st April 2010,

subject to paragraph (3), the opportunity to enter into the arrangements under the Scheme referred to in paragraph (1) for the remainder of the financial year.

(3) A Primary Care Trust is required to enter into an arrangement under the Scheme referred to in paragraph (1) after 31st December 2010, only where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) merge and as a result two or more patient lists are combined, resulting in either a new GMS or PMS contract or a varied GMS or PMS contract, and the contractor under such new or varied contract wishes to enter into new arrangements referred to in paragraph (1); or
- (b) a GMS or PMS contract (under which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) splits and as a result the contractor's patient list is divided between two or more GMS or PMS contractors, resulting in either new GMS or PMS contracts or varied GMS or PMS contracts, or a combination of both, and a contractor under such new or varied contract wishes to enter into a new arrangement referred to in paragraph (1),

in which case the Primary Care Trust is required to enter into a new arrangement under the Scheme referred to in paragraph (1), and such arrangement must commence on or before the expiry of the period of 28 days beginning with the date of the merger or the split as the case may be.

(4) A Primary Care Trust must—

- (a) consider any proposals put forward by a GMS or PMS contractor which wishes to enter into arrangements under the Scheme referred to in paragraphs (1) and (2) with a view to agreeing them;
- (b) not delay any such consideration unreasonably; and
- (c) not withhold its agreement unreasonably.

(5) A Primary Case Trust is not required to consider and reach a decision in respect of entering into any arrangement under the Scheme referred to in paragraph (1) where a GMS or PMS contractor has failed to provide written proposals in response to the Primary Care Trust's offer to enter into such arrangements within 42 days beginning with the date of the offer.

(6) The arrangement that a Primary Care Trust enters into with a GMS or PMS contractor as part of its Learning Disabilities Health Check Scheme must be in writing and must include—

- (a) a requirement that the contractor—

- (i) set up and agree with the Primary Care Trust a “health check learning disabilities register”, or
- (ii) in a case where the Primary Care Trust had entered into a previous scheme under Direction 7 of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a), retain any previous health check learning disabilities register required in accordance with Direction 7(3)(a) of those Directions,

the purpose of which is to identify those of its registered patients aged 18 or over with learning disabilities who are to be invited for an annual health check under the arrangement;

- (b) a requirement that in order to establish which of their registered patients should be included on the health check learning disabilities register, the contractor will liaise with the local authority social services department or departments for the area or areas from which their registered patients are drawn and establish which of their registered patients are known to the local authority social services primarily because of their learning disabilities(b);
- (c) a requirement that the contractor includes those of its registered patients identified by such liaison with the local authority or authorities in its health check learning disabilities register;
- (d) a requirement that the contractor review any learning disabilities register it has already set up under Quality and Outcomes Framework arrangements under its contract and ensure that such learning disabilities register includes all those registered patients that have been identified for inclusion in the health check learning disabilities register;
- (e) a requirement that the contractor takes reasonable steps to keep the health check learning disabilities register up to date throughout the period of the arrangement by removing and adding registered patients as appropriate;
- (f) a requirement that the contractor provides the Primary Care Trust with such information as the Primary Care Trust may reasonably require to demonstrate that it has robust systems in place to maintain such register accurately;
- (g) a requirement that the contractor will offer an annual health check to each patient on its health check learning disabilities register;
- (h) a requirement that, where the patient consents, the health check provided under the arrangement will involve any carer, support worker or other person considered appropriate by either the patient or the contractor;
- (i) a requirement that any health check provided under the arrangement will, as a minimum, include—
 - (i) a review of the patient’s physical and mental health that includes;
 - (aa) the provision of relevant health promotion advice,
 - (bb) a chronic illness and system enquiry,
 - (cc) a physical examination,
 - (dd) a consideration of whether the patient suffers from epilepsy,
 - (ee) a consideration of the patient’s behaviour and mental health,
 - (ff) a specific syndrome check;
 - (ii) a check on the appropriateness of any prescribed medicines;
 - (iii) a review of coordination arrangements with secondary care; and

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009, signed on 29th January 2009.

(b) See Appendix 2 Guidance and Audit Requirements for the learning disabilities health check scheme in the Clinical Directed Enhanced Services for GMS Contracts Guidance published jointly by NHS Employers and BMA on <http://www.nhsemployers.org>.

- (iv) where appropriate, a review of any transitional arrangements on the patient attaining the age of 18;
- (j) a requirement that in carrying out any health check provided under the arrangements the contractor will use—
 - (i) the “Cardiff” health check protocol which is available through the Royal College of General Practitioners’ website^(a), or
 - (ii) a similar protocol agreed with the Primary Care Trust;
- (k) a requirement that before undertaking any health check under the arrangement the contractor will arrange a training session, if it has not already done so, for its staff which meets the following requirements—
 - (i) the training session must be attended by such members of the contractor’s staff as are agreed between the contractor and the Primary Care Trust, which must include as a minimum—
 - (aa) the lead General Practitioner, the lead practice nurse and either the practice manager or the senior receptionist, if the contractor’s staff include staff with those designations, or
 - (bb) where the contractor’s staff does not include staff with those designations, those members of the contractor’s staff whose roles are analogous to those designations;
 - (ii) the training session must consist of a multi-professional education session approved by the Primary Care Trust;
 - (iii) the training session must include instruction on overcoming any attitudinal barriers of the staff with a view to improving their communication with patients with learning disabilities;
- (l) a requirement that the contractor makes relevant entries in the patient’s medical record, including any refusal by a patient to take up the offer of a health check;
- (m) a requirement that before 30th April 2011 the contractor informs the Primary Care Trust (in writing) of the number of registered patients on the health check learning disabilities register who have received a health check undertaken by the contractor under the arrangement referred to in paragraph (1) in respect of the twelve month period ending on 31st March 2011;
- (n) details of the arrangements for the provision of information by the Primary Care Trust and by the contractor in addition to any information the contractor is required to provide in accordance with sub-paragraph (m);
- (o) details of the arrangements for the monitoring of the arrangements by the Primary Care Trust;
- (p) in the case of PMS contractors, the amount of the payments to be made to the contractor for meeting its obligations under the arrangements and in determining the appropriate level of those payments the Primary Care Trust must have regard to the amounts of payments under section 7JA of the Statement of Financial Entitlements,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor’s primary medical services contract so that the arrangements comprise part of the contractor’s contract and the requirements of the arrangements are conditions of the contract.

Osteoporosis Diagnosis and Prevention Scheme

8.—(1) As part of its Osteoporosis Diagnosis and Prevention Scheme, each Primary Care Trust must before 30th April 2010 and subject to paragraph (3) offer to—

- (a) each GMS contractor in its area who has entered into a contract before 1st April 2010 and such a contract subsists on 1st April 2010; and

(a) The website can be found at: http://www.rcgp.org.uk/PDF/clinical_welsh_health_check_newA.pdf

- (b) each PMS contractor in its area for which it holds a list of registered patients and who has entered into an agreement before 1st April 2010 and such an agreement subsists on 1st April 2010,

the opportunity to enter into arrangements under the Scheme in respect of the twelve month period ending on 31st March 2011.

(2) A Primary Care Trust must offer to—

- (a) each GMS contractor in its area who enters into a contract on or after 1st April 2010; and
- (b) each PMS contractor in its area for which it holds a list of registered patients and who enters into an agreement on or after 1st April 2010,

subject to paragraph (3), the opportunity to enter into the arrangements under the Scheme referred to in paragraph (1) for the remainder of the financial year.

(3) A Primary Care Trust is required to enter into any arrangement under the Scheme referred to in paragraph (1) after 31st December 2010, only where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) merge and as a result two or more patient lists are combined, resulting in either a new GMS or PMS contract or a varied GMS or PMS contract, and the contractor under such new or varied contract wishes to enter into a new arrangement referred to in paragraph (1); or
- (b) a GMS or PMS contract (under which arrangements under the Scheme referred to in paragraph (1) had previously been entered into) splits and as a result the contractor's patient list is divided between two or more GMS or PMS contractors, resulting in either new GMS or PMS contracts or varied GMS or PMS contracts, or a combination of both, and a contractor under such new or varied contract wishes to enter into a new arrangement under the Scheme referred to in paragraph (1),

in which case the Primary Care Trust is required to enter into a new arrangement under the Scheme referred to in paragraph (1), and such arrangements must commence on or before the expiry of the period of 28 days beginning with the date of the merger or the split as the case may be.

(4) A Primary Care Trust must—

- (a) consider any proposals put forward by a GMS or PMS contractor which wishes to enter into arrangements under the Scheme referred to in paragraphs (1) and (2) with a view to agreeing them;
- (b) not delay any such consideration unreasonably; and
- (c) not withhold its agreement unreasonably.

(5) A Primary Care Trust is not required to consider and reach a decision in respect of entering into any arrangement under the Scheme referred to in paragraph (1) where a GMS or PMS contractor has failed to provide written proposals in response to the Primary Care Trust's offer to enter into such arrangements within 42 days beginning with the date of the offer.

(6) The arrangement that a Primary Care Trust enters into with a GMS or PMS contractor as part of its Osteoporosis Diagnosis and Prevention Scheme must be in writing and must include—

- (a) a requirement that the contractor—
 - (i) maintain a register of all female registered patients aged 65 and older with fragility fractures sustained on or after 1st April of the financial year in which the contractor enters into the arrangements to participate in the Osteoporosis Diagnosis and Prevention Scheme, or
 - (ii) in a case where the Primary Care Trust had entered into a previous scheme under Direction 9 of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a), retain any previous register required in accordance with

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009 signed on 29th January 2009.

Direction 9(3)(a) of those Directions and that register shall be the register for the purposes of the arrangement referred to in paragraph (1);

- (b) a requirement that the contractor takes reasonable steps to keep such register up to date during the period of the arrangements, including adding and removing patients as appropriate;
- (c) a requirement that the contractor provides the Primary Care Trust with such information as the Primary Care Trust may reasonably require to demonstrate that it has robust systems in place to maintain such a register accurately;
- (d) a requirement that the contractor co-operates with the Primary Care Trust in any reasonable review of such register that relates to its accuracy, including the comparison of reported prevalence and expected prevalence;
- (e) a requirement that the contractor makes relevant entries in the patients' medical records;
- (f) a requirement that before 1st August 2011, the contractor informs the Primary Care Trust (in writing) in respect of the twelve month period ending on 31st March 2011—
 - (i) the proportion of women on the register as at 31st March 2011 who—
 - (aa) are at least aged 65 but not yet 75,
 - (bb) have sustained a fragility fracture during the twelve month period ending on 31st March 2011, and
 - (cc) have been referred for a DEXA(a) scan during the twelve month period ending on 31st March 2011;
 - (ii) the proportion of women on the register as at 30th June 2011 who—
 - (aa) as at 31st March 2011 were at least aged 65 but not yet 75,
 - (bb) had sustained a fragility fracture during the twelve month period ending on 31st March 2011,
 - (cc) have had a diagnosis of osteoporosis confirmed by DEXA scan during the previous fifteen month period ending on 30th June 2011, and
 - (dd) are receiving treatment with a bone-sparing agent;
 - (iii) the proportion of women on the register as at 31st March 2011 who—
 - (aa) are at least aged 75,
 - (bb) have sustained a fragility fracture in the previous twelve months, and
 - (cc) are receiving treatment with a bone-sparing agent;
- (g) details of the arrangements for the provision of information by the Primary Care Trust and by the contractor, in addition to any information the contractor is required to provide in accordance with sub-paragraphs (c), (d) and (f);
- (h) details of the arrangements for the monitoring of the arrangements by the Primary Care Trust;
- (i) in the case of PMS contractors, the amount of the payments to be made to the contractor for meeting its obligations under the arrangements and in determining the appropriate level of those payments the Primary Care Trust must have regard to the amounts of payments under section 7LA of the Statement of Financial Entitlements,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor's primary medical services contract so that the arrangements comprise part of the contractor's contract and the requirements of the arrangements are conditions of the contract.

(a) A DEXA (dual energy x-ray absorptiometry) scan is a test that measures the density of bones and is used for the diagnosis of osteoporosis and to assess the risk of fracture.

Childhood Immunisation Scheme

9.—(1) As part of its Childhood Immunisation Scheme, each Primary Care Trust must, each financial year, offer to enter into arrangements with each GMS or PMS contractor in its area, unless—

- (a) it already has such arrangements with the contractor in respect of that financial year; or
- (b) in the case of a GMS contractor, the contractor is not providing the childhood immunisation and pre-school boosters additional service under its general medical services contract.

(2) The plan setting out the arrangement that a Primary Care Trust enters into, or has entered into, with any primary medical services contractor as part of its Childhood Immunisation Scheme must, in respect of each financial year to which the plan relates, include—

- (a) a requirement that the contractor—
 - (i) develops and maintains a register (its “Childhood Immunisation Scheme Register”, which may comprise electronically tagged entries in a wider computer database) of all the children for whom the contractor has a contractual duty to provide childhood immunisation and pre-school booster services (who may already have been immunised, by the contractor or otherwise, or to whom the contractor has offered or needs to offer immunisation),
 - (ii) undertakes to offer the recommended immunisations referred to in Direction 3(f) to the children on its Childhood Immunisation Scheme Register (with the aim of maximising uptake in the interests of patients, both individually and collectively), and
 - (iii) undertakes to record the information that it has in its Childhood Immunisation Scheme Register using any applicable national Read codes;
- (b) a requirement that the contractor—
 - (i) develops a strategy for liaising with and informing parents or guardians of children on its Childhood Immunisation Scheme Register about its immunisation programme with the aim of improving uptake, and
 - (ii) provides information on request to those parents or guardians about immunisation;
- (c) a requirement that the contractor takes all reasonable steps to ensure that the lifelong medical records held by a child’s general practitioner are kept up-to-date with regard to the child’s immunisation status, and in particular include—
 - (i) any refusal of an offer of vaccination,
 - (ii) where an offer of vaccination was accepted—
 - (aa) details of the consent to the vaccination or immunisation where a person has consented on a child’s behalf (and that person’s relationship to the child must also be recorded),
 - (bb) the batch number, expiry date and title of the vaccine,
 - (cc) the date of administration of the vaccine,
 - (dd) where two vaccines are administered in close succession, the route of administration and any injection site of each vaccine,
 - (ee) any contraindications to the vaccination or immunisation,
 - (ff) any adverse reactions to the vaccination or immunisation;
- (d) a requirement that the contractor ensures that any health care professional who is involved in administering a vaccine has—
 - (i) any necessary experience, skills and training with regard to the administration of the vaccine, and
 - (ii) training with regard to the recognition and initial treatment of anaphylaxis;
- (e) a requirement that the contractor ensures that—

- (i) all vaccines are stored in accordance with the manufacturer’s instructions, and
- (ii) all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken from that thermometer on all working days;
- (f) a requirement that the contractor supply its Primary Care Trust with such information as it may reasonably request for the purposes of monitoring the contractor’s performance of its obligations under the plan;
- (g) arrangements for an annual review of the plan which shall include—
 - (i) an audit of the rates of immunisation, which must also cover any changes to the rates of immunisation, and
 - (ii) an analysis of the possible reasons for any changes to the rates of immunisation; and
- (h) in the case of PMS contractors, the payment arrangements for the contractor, which must comprise target payments to the contractor where the contractor—
 - (i) meets its obligations under the plan, and
 - (ii) meets, in respect of the children on the contractor’s Childhood Immunisation Scheme Register, immunisation levels designed to ensure adequate protection, both for individual patients and for the public, against the infectious diseases against which immunisation is being offered (and the Primary Care Trust must take no account of exception reporting in its calculation of target payments),

and in determining the appropriate level of those target payments, the Primary Care Trust must have regard to the target payments and the targets rewarded under Section 8 of the Statement of Financial Entitlements,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor’s primary medical services contract so that the plan comprises part of the contractor’s contract and the requirements of the plan are conditions of the contract.

Influenza and Pneumococcal Immunisation Scheme

10. As part of its Influenza and Pneumococcal Immunisation Scheme, each Primary Care Trust may enter into arrangements with any primary medical services contractor, and where it does so, the plan setting out the arrangements that a Primary Care Trust enters into, or has entered into, with the primary medical services contractor must, in respect of each financial year to which the plan relates, include—

- (a) a requirement that the contractor develops and maintains a register (its “Influenza and Pneumococcal Scheme Register”, which may comprise electronically tagged entries in a wider computer database) of all the at-risk patients to whom the contractor is to offer immunisation against influenza or pneumococcal infection, and for these purposes a patient is at risk of—
 - (i) influenza infection if they are—
 - (aa) aged 65 and over at the end of that financial year,
 - (bb) suffering from chronic respiratory disease (including asthma), chronic heart disease, chronic renal disease, immuno-suppression due to disease or treatment, or diabetes mellitus, or
 - (cc) living in long-stay residential or nursing homes or other long-stay health or social care facilities, or
 - (ii) pneumococcal infection if they are aged 65 and over at the end of that financial year;
- (b) a requirement that the contractor undertakes—
 - (i) to offer immunisation against those infections to those at risk patients, and with immunisation against influenza infection—
 - (aa) to make that offer during the period from 1st August to 31st March in that financial year, but

- (bb) to concentrate the immunisation programme during the period from 1st September to 31st January in that financial year, and
 - (ii) to record the information that it has in its Influenza and Pneumococcal Immunisation Register using any applicable national Read codes;
- (c) a requirement that the contractor develops a proactive and preventative approach to offering these immunisations by adopting robust call and reminder systems to contact at-risk patients, with the aims of—
 - (i) maximising uptake in the interests of at-risk patients, and
 - (ii) meeting any public health targets in respect of such immunisations;
- (d) a requirement that the contractor takes all reasonable steps to ensure that the lifelong medical records held by an at-risk patient’s general practitioner are kept up-to-date with regard to their immunisation status, and in particular include—
 - (i) any refusal of an offer of vaccination,
 - (ii) where an offer of vaccination was accepted—
 - (aa) details of the consent to the vaccination or immunisation (where a person has consented on an at-risk patient’s behalf, that person’s relationship to the at-risk patient must also be recorded),
 - (bb) the batch number, expiry date and title of the vaccine,
 - (cc) the date of administration of the vaccine,
 - (dd) where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine,
 - (ee) any contraindications to the vaccination or immunisation,
 - (ff) any adverse reactions to the vaccination or immunisation;
- (e) a requirement that the contractor ensures that any health care professional who is involved in administering a vaccine has—
 - (i) the necessary experience, skills and training with regard to the administration of the vaccine, and
 - (ii) training with regard to the recognition and initial treatment of anaphylaxis;
- (f) a requirement that the contractor ensures that—
 - (i) all vaccines are stored in accordance with the manufacturer’s instructions, and
 - (ii) all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken from that thermometer on all working days;
- (g) a requirement that the contractor supply its Primary Care Trust with such information as it may reasonably request for the purposes of monitoring the contractor’s performance of its obligations under the plan; and
- (h) the payment arrangements for the contractor,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor’s primary medical services contract so that the plan comprises part of the contractor’s contract and the requirements of the plan are conditions of the contract.

Violent Patients Scheme

11.—(1) Each Primary Care Trust must consult the local medical committee (if any) for its area about any proposals it has to establish or revise a Violent Patients Scheme.

(2) As part of its Violent Patients Scheme, each Primary Care Trust may enter into arrangements with any primary medical services contractor, but where it does so—

- (a) the plan setting out those arrangements must provide, in respect of each financial year to which the plan relates, for the payment arrangements for the contractor agreeing and meeting its obligations under the plan; and

- (b) the Primary Care Trust must, where necessary, vary the primary medical services contractor's contract so that the plan comprises part of the contractor's contract and the requirements of the plan are conditions of the contract.

Minor Surgery Scheme

12. As part of its Minor Surgery Scheme, each Primary Care Trust may enter into arrangements with any primary medical services contractor, but where it does so, the plan setting out the arrangements that a Primary Care Trust enters into, or has entered into, with the primary medical services contractor must, in respect of each financial year to which the plan relates, include—

- (a) which minor surgical procedures are to be undertaken by the contractor and for which patients, and for these purposes, the minor surgical procedures that may be undertaken are any minor surgical procedures that the Primary Care Trust considers the contractor competent to provide, which may include—
 - (i) injections for muscles, tendons and joints,
 - (ii) invasive procedures, including incisions and excisions, and
 - (iii) injections of varicose veins and piles;
- (b) a requirement that the contractor takes all reasonable steps to provide suitable information to patients in respect of whom they are contracted to provide minor surgical procedures about those procedures;
- (c) a requirement that the contractor—
 - (i) obtains written consent to the surgical procedure before it is carried out (where a person consents on a patient's behalf, that person's relationship to the patient must be recorded on the consent form), and
 - (ii) takes all reasonable steps to ensure that the consent form is included in the lifelong medical records held by the patient's general practitioner;
- (d) a requirement that the contractor ensures that all tissue removed by surgical procedures is sent for histological examination, unless there are acceptable reasons for not doing so;
- (e) a requirement that the contractor ensures that any health care professional who is involved in performing or assisting in any surgical procedure has—
 - (i) any necessary experience, skills and training with regard to that procedure; and
 - (ii) resuscitation skills;
- (f) a requirement that the contractor ensures that it has appropriate arrangements for infection control and decontamination in premises where surgical procedures are undertaken, and for these purposes, the Primary Care Trust may stipulate—
 - (i) the use of sterile packs from the local Central Sterile Service Department, disposable sterile instruments, or approved sterilisation procedures,
 - (ii) the use of particular infection control policies in relation to, for example, the handling of used instruments and excised specimens, and the disposal of clinical waste;
- (g) a requirement that the contractor ensures that all records relating to all surgical procedures are maintained in such a way—
 - (i) that aggregated data and details of individual patients are readily accessible for lawful purposes, and
 - (ii) as to facilitate regular audit and peer review by the contractor of the performance of surgical procedures under the plan;
- (h) a requirement that the contractor supplies its Primary Care Trust with such information as it may reasonably request for the purposes of monitoring the contractor's performance of its obligations under the plan; and
- (i) the payment arrangements for the contractor,

and the Primary Care Trust must, where necessary, vary the primary medical services contractor's primary medical services contract so that the plan comprises part of the contractor's contract and the requirements of the plan are conditions of the contract.

Revocations

13. The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008 and the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009 are hereby revoked, save to the extent necessary to assess any entitlement to payment in respect of services provided under arrangements made in accordance with those Directions.

Signed by authority of the Secretary of State for Health

A handwritten signature in black ink, appearing to read 'R. Armstrong', written over a horizontal line.

Richard Armstrong
A member of the Senior Civil Service
Department of Health

Date: 3rd March 2010