

THE HEALTH AND PERSONAL SOCIAL SERVICES (NORTHERN IRELAND) ORDER 1972

THE PRIMARY MEDICAL SERVICES (DIRECTED ENHANCED SERVICES) DIRECTIONS (NORTHERN IRELAND) 2005

The Department of Health, Social Services and Public Safety(a), in exercise of the powers conferred on it by Article 17 of the Health and Personal Social Services (Northern Ireland) Order 1972(b), and of all other powers enabling it in that behalf, hereby gives the following Directions:

Citation and commencement

1.—(1) These Directions may be cited as the Primary Medical Services (Directed Enhanced Services) Directions (Northern Ireland) 2005.

(2) These Directions are dated 19 April 2005 but shall have effect as from 1st April 2005.

Interpretation

2. In these Directions—

“the Order” means the Health and Personal Social Services (Northern Ireland) Order 1972;

“general practitioner” means a medical practitioner whose name is included in a primary medical services performers list prepared by a Board under regulation 4 of the Health and Personal Social Services (Primary Medical Services Performers Lists) Regulations (Northern Ireland) 2004(c);

“GMS contractor” means a person with whom a Board 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);

“PMS contractor” means a person with whom a Board is entering or has entered into Article 15B arrangements which require the provision by that person of primary medical services;

“primary 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 or by the Northern Ireland Social Care Council, established under Section 1 of the Health and Personal Social Services Act (Northern Ireland) 2001(e);

“primary medical services contract” means—

- (a) a general medical services contract;
- (b) Article 15B arrangements which require the provision of primary medical services; or

(a) See S.I. 199/283 (N.I. 1) Article 3(6)

(b) S.I. 1972/1265 (N.I. 14)

(c) S.R. 2004 No. 149

(d) 2002 c.17.

(e) 2001 c.3 (N.I.)

- (c) contractual arrangements for the provision of primary medical services under Article 56 of the Order (primary medical services); and

“primary medical services contractor” means—

- (a) a GMS or PMS contractor; or
- (b) a person with whom a Board is making or has made contractual arrangements for the provision of primary medical services under Article 56 of the Order (primary medical services).

“Statement of Financial Entitlements” means any directions given by the Department of Health, Social Services and Public Safety, under section 57C of the Order^(a) (GMS contracts: payments).

Establishment etc. of directed enhanced services schemes

3.—(1) Each Board must exercise its functions under Article 56 of the Order (primary medical services) 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 (if it has not already done so), operating and, as appropriate, revising the following schemes for its area—

- (a) an Improved Access Scheme, the underlying purpose of which is to encourage providers of primary medical services and may include-
 - (i) arrangements for ensuring that patients requiring routine appointments will, on request, be able see face-to-face, by the end of-
 - (aa) the first normal working day after the day on which the request was made, a health care professional; and
 - (bb) the second normal working day after the day on which the request was made, a general practitioner; and
 - (ii) arrangements to address specific local health needs or requirements in respect of access to primary medical services ,locally;
- (b) 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 are able to benefit from the recommended immunisation courses (i.e. those that have been recommended nationally and by the World Health Organisation) for protection against—
 - (aa) diphtheria, tetanus and poliomyelitis, pertussis, and Haemophilus influenzae type B, and
 - (bb) measles/mumps/rubella, 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, acellular pertussis and poliomyelitis;
- (c) 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;
- (d) 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 that 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
- (e) a Minor Surgery Scheme, the underlying purpose of which to ensure that a wide range of minor surgical procedures is made available as part of the primary medical services provided within the Board’s area.

(a) Article 57C was inserted by the Primary Medical Services (Northern Ireland) Order 2004 No. 311 (N.I. 2)

(2) Before entering into any arrangements with a primary medical services contractor as part of one of the Schemes mentioned in this direction, a Board must satisfy itself that the contractor with whom it is proposing to enter into those arrangements—

- (a) is capable of meeting its obligations under the plan setting out 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 Board to enter into such arrangements with a contractor if it has not been able to satisfy itself in this way about the contractor.

Improved Access Scheme Plans

4.—(1) As part of its Improved Access Scheme, each Board must, each financial year, invite each GMS or PMS contractor in its area (unless it already has such arrangements with the contractor in respect of that financial year), thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year.

(2) The plan setting out the arrangements that Board enters into, or has entered into, with a GMS or PMS contractor as part of its Improved Access Scheme must, in respect of each financial year to which the plan relates, include-

- (a) any agreed arrangements for meeting and maintaining the access targets in direction 3(a)(i)(aa) and (bb);
- (b) any agreed arrangements for collecting data-
 - (i) for monitoring achievement of those access targets, or
 - (ii) relating to occasions when those access targets may be in jeopardy (and any arrangements for warning the Board when those access targets may be in jeopardy);
- (c) any contingency plans to cover circumstances when those targets may be in jeopardy;
- (d) any improvements to the arrangements for the access to primary medical services provided by the contractor which-
 - (i) the Board and the contractor consider appropriate to address specific health needs or requirements of the population served by the contractor, and
 - (ii) are to be carried out in that financial year; and
- (e) in the case of PMS contractors, the amount of the payments to the contractor for agreeing and meeting his obligations under the plan, and those payments must comprise—
 - (i) an implementation payment, payable once those obligations have been agreed, and
 - (ii) a reward payment, payable where the contractor has fulfilled his obligations under his plan,

and in determining the appropriate level of payments, the Board must have regard to the amounts of payments under Section 7 of the Statement of Financial Entitlements,

and the Board 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.

Childhood Immunisation Scheme plans

5.—(1) As part of its Childhood Immunisation Scheme, each Board 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 immunisations and pre-school boosters additional service under its general medical services contract,

thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year.

(2) The plan setting out the arrangements that a Board 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 (his “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 immunisations),
 - (ii) undertakes to offer the recommended immunisations referred to in direction 3(b) to the children on his 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 he has in his 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 his Childhood Immunisation Scheme Register about his 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, 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 supplies his Board with such information as it may reasonably request for the purposes of monitoring the contractor’s performance of his 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 contractors that are not GMS contractors, the payment arrangements for the contractor, which must comprise target payments to the contractor where the contractor—
 - (i) meets his 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 Board must take no account of exception reporting in its calculations of target payments),

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

and the Board 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 plans

6. As part of its Influenza and Pneumococcal Immunisation Scheme, each Board may enter into arrangements with any primary medical services contractor, but where it does so, the plan setting out the arrangements that a Board 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 (his “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 he is—
 - (aa) aged 65 or 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, including asplenia or splenic dysfunction, or diabetes mellitus,
 - (cc) living in long-stay residential care homes or nursing homes or other long-stay health or social care facilities, or
 - (ii) pneumococcal infection if he is—
 - (aa) aged 65 or over at the end of that financial year,
 - (bb) aged 2 months or over at the end of that financial year, and suffering from asplenia or severe dysfunction of the spleen, including homozygous sickle cell disease and coeliac syndrome, immunodeficiency or immuno-suppression due to disease or treatment including HIV at all stages, chronic renal disease or nephrotic syndrome, chronic heart disease, chronic respiratory disease, chronic liver disease including cirrhosis or diabetes mellitus, or having a cochlear implant or CSF shunt;
 - (cc) aged under 5 years and has previously suffered from invasive pneumococcal disease;
- (b) a requirement that the contractor undertakes—
 - (i) to offer immunisations against those infections to those at-risk patients, and with immunisations against influenza infection—

- (aa) to make that offer during the period 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 he has in his 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 his 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) 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;
- (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 supplies his Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of his obligations under the plan; and
- (h) the payment arrangements for the contractor,

and the Board 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 Patient Scheme consultation and plans

7.—(1) Each Board 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 Board may enter into arrangements with any primary medical services contractor, but where it does so, 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.

Minor Surgery Scheme plans

8. As part of its Minor Surgery Scheme, each Board may enter into arrangements with any primary medical services contractor, but where it does so, the plan setting out the arrangements that a Board 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 Board 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 he is 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 he has appropriate arrangements for infection control and decontamination in premises where surgical procedures are undertaken, and for these purposes, the Board may stipulate—
 - (i) the use of sterile packs from the local Central Sterile Service Departments, 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 his Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of his obligations under the plan; and
- (i) the payment arrangements for the contractor,

and the Board 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

9.— The Primary Medical Services (Directed Enhanced Services) Directions (Northern Ireland) 2004 are hereby revoked.

Signed on behalf of the Department of Health, Social Service and Public Safety on 19 April 2005.

Dr J F Livingstone

Senior Officer of the Department of Health, Social Services and Public Safety