
D I R E C T I O N S

2018 No. 3

HEALTH AND PERSONAL SOCIAL SERVICES

**The Primary Medical Services (Directed Enhanced Services)
Directions (Northern Ireland) 2018**

The Department of Health gives the following Directions in exercise of the powers conferred by section 6(1) of the Health and Social Care (Reform) Act (Northern Ireland) 2009^(a). It has consulted the Regional Board in accordance with section 6(2) of that Act.

Citation and commencement

1.—(1) These Directions may be cited as the Primary Medical Services (Directed Enhanced Services) Directions (Northern Ireland) 2018.

(2) These Directions are dated 2nd July 2018 but shall have effect as from 1st April 2017.

Interpretation

2. In these Directions—

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

“gms contractor” means a person with whom the Regional 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 Services Reform and Health Care Professions Act 2002^(c);

“primary medical services contract means—

- (a) a general medical services contract;
- (b) arrangements which, under Article 15B of the Health and Personal Social Services Order 1972^(d), require the provision of primary medical services;

“primary medical services contractor means—

- (a) a General Medical Services (GMS) contractor; or

^(a) 2009 c.1 (N.I.)

^(b) S.R. 2004 No. 149 as amended by S.R. 2008 No. 434 and S.R. 2010 No. 376

^(c) 2002 c.17

^(d) S.I. 1972/1265 (N.I. 14)

- (b) a person with whom the Regional Board is making or has made contractual arrangements for the provision of primary medical services under Article 56 of the 1972 Order (Primary medical services)(a);

“Statement of Financial Entitlements” means any directions given by the Department of Health under section 57C of the Order of 1972 (General medical services contracts: payments)(b);

“working day” means any day apart from Saturday, Sunday, a public holiday or a local holiday agreed with the Regional Board.

Establishment etc. of Directed Enhanced Services Schemes

3.—(1) The Regional Board shall exercise its functions under Article 56 of the Order of 1972 (Primary medical services) so as to secure the provision of primary medical services throughout Northern Ireland by (as part of its discharge of those functions) establishing, operating and, as appropriate, revising, the following Directed Enhanced Services schemes—

- (a) a Childhood Immunisation Scheme, the underlying purpose of which is to ensure that patients—
- (i) who have attained the age of 2 years but not yet 3 years are able to benefit from the recommended immunisation courses (that is those that have been recommended nationally and by the World Health Organisation)(c) for protection against—
 - (aa) diphtheria, tetanus, poliomyelitis, pertussis, Haemophilus influenza type B (HiB) and hepatitis B(d)
 - (bb) measles/mumps/rubella; and
 - (cc) meningitis C(e); or
 - (ii) who have attained the age of 5 years but not yet 6 years are able to benefit from the recommended reinforcing doses (that is those that have been recommended nationally and by the World Health Organisation) for protection against diphtheria, tetanus, pertussis and poliomyelitis;
- (b) an Influenza and Pneumococcal Immunisation Scheme, the underlying purpose of which is to ensure that patients in Northern Ireland who are at risk of influenza or pneumococcal infection are offered immunisation against these infections;
- (c) 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
- (d) 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 throughout Northern Ireland.

(2) Before entering into any arrangements with a primary medical services contractor as part of one of the schemes mentioned in paragraph 3(1), the Regional Board shall 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, regularly maintained equipment and properly trained and qualified general practitioners, health care professionals and staff to carry out those obligations,

(a) S.I. 1972/1265 (N.I. 14) Article 56 was inserted by S.I. 2004/311 (N.I. 2)

(b) Article 57C was inserted by S.I. 2004/311 (N.I. 2)

(c) Information on such recommended immunisation courses can be accessed on the following website: www.who.int

(d) Hexavalent vaccine, including hepatitis B, introduced October 2017

(e) The Meningitis C 3-month vaccination was withdrawn wef 1 July 2016

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

Childhood Immunisation Scheme Plans

4.—(1) As part of its Childhood Immunisation Scheme, the Regional Board shall, each financial year offer to enter into arrangements with each GMS contractor, unless—

- (a) it already has such arrangements with the contractor in respect of that financial year; or
- (b) the GMS 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 the Regional Board enters into, or has entered into, with any primary medical services contractor as part of its Childhood Immunisation Scheme shall, in respect of each financial year to which the plan relates, include—

- (a) a requirement that the contractor—
 - (i) develops and maintains a register (“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(1)(a) 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 in the 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 the contractor’s 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 immunisation;
 - (ii) where an offer of immunisation was accepted—
 - (aa) details of the consent to the vaccine or immunisation and if a person has consented to the vaccine or immunisation on a child’s behalf, that person’s relationship to the child shall 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 vaccine; and
 - (ff) any adverse reactions to the vaccine.
- (d) a requirement that the contractor ensures that any health 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;
- (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 the thermometer on all working days;
- (f) a requirement that the contractor supplies the Regional Board with such information as it may reasonably request for the purposes of monitoring the contractor’s performance of the contractor’s 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 shall 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 shall 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 Regional Board shall take no account of exception reporting in its calculations of target payments), and in determining the appropriate level of payments, the Regional Board shall have regard to the target payments and the targets rewarded under Section 8 of the Statement of Financial Entitlements,

and the Regional Board shall, 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

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

- (a) a requirement that the contractor develops and maintains a register (“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 the patient 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 kidney disease, chronic liver disease, chronic neurological disease, immuno-suppression due to disease or treatment, diabetes mellitus, asplenia or dysfunction of the spleen or morbid obesity (class III obesity);
 - (cc) living in long-stay residential care homes or nursing homes or other long-stay health or social care facilities;
 - (dd) pregnant
 - (ee) children aged over 2 but not yet attending school; or

- (ii) pneumococcal infection if the patient is-
 - (aa) aged 65 or over at the end of that financial year;
 - (bb) at clinical risk under the age of 65 in the eligible groups; suffering from chronic respiratory disease, chronic heart disease, chronic kidney disease, chronic liver disease, immunosuppression due to disease or treatment; diabetes mellitus; asplenia or dysfunction of the spleen; individuals with cochlear implants; individuals with CSF shunts.

- (b) a requirement that the contractor undertakes—
 - (i) to offer pneumococcal immunisation to those at-risk patients as identified at paragraph (a)(ii) and, offer influenza immunisation to those patients who are at risk as identified at paragraph (a)(i), and in each case—
 - (aa) make that offer for influenza immunisation during the period 1st August to 31st March and for pneumococcal immunisation during the period 1 April to 31 March in that financial year, (the influenza vaccination programme may be extended beyond 31 March on advice of Public Health Agency) but
 - (bb) 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 Registers 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 immunisation,
 - (ii) where an offer of immunisation was accepted—
 - (aa) details of the consent to the vaccine or immunisation (where a person has consented on an at-risk patient’s behalf, that person’s relationship to the at-risk patient shall 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 vaccine;
 - (ff) any adverse reactions to the vaccine;
- (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 supplies the Regional Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of the contractor's obligations under the plan; and
- (h) the payment arrangements for the contractor;

and the Regional Board shall, 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

6.—(1) The Regional Board shall consult the Local Medical Committee for the area in which the primary medical services contractor who wishes to enter into arrangements in respect of a Violent Patients Scheme provides primary medical services about any proposals it has to establish or revise a Violent Patients Scheme.

(2) As part of its Violent Patients Scheme, the Regional Board may enter into arrangements with any primary medical services contractor, but where it does so—

- (a) the plan setting out those arrangements shall 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;
- (b) the Regional Board shall, 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 Plans

7. As part of its Minor Surgery Scheme, the Regional Board may enter into arrangements with any primary medical services contractor, but where it does so, the plan setting out the arrangements that a Regional Board enters into, or has entered into, with the primary medical services contractor shall, 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 Regional 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 the contractor 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 shall 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) the necessary experience, skills and training with regard to that procedure; and
 - (ii) resuscitation skills;

- (f) a requirement that the contractor ensures that they have appropriate arrangements for infection control and decontamination in premises where surgical procedures are undertaken, and for these purposes, the Regional Board may stipulate—
 - (i) the use of sterile packs from the local Central Sterile Service Departments, disposable sterile instruments, or approved sterilisation procedures; and
 - (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 the Regional Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of the contractor's obligations under the plan; and
- (i) the payment arrangements for the contractor,

and the Regional Board shall, 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

8. The Primary Medical Services (Directed Enhanced Services) Directions (Northern Ireland) 2016 are hereby revoked.

(L.S.)

Sealed with the Official Seal of the Department of Health on 2nd July 2018

Mark Lee
A Senior Officer of the Department of Health