

THE NATIONAL HEALTH SERVICE ACT 2006

**THE PRIMARY MEDICAL SERVICES (DIRECTED
ENHANCED SERVICES) (ENGLAND) (AMENDMENT)
DIRECTIONS 2009**

The Secretary of State gives the following directions in exercise of the powers conferred by sections 8 and 272(7) and (8) 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) (Amendment) Directions 2009 and come into force on 30th January 2009.

(2) These Directions are given to Primary Care Trusts in England and apply in relation to England only.

Amendments to the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008

2. The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008, are amended as follows.

Amendment to Direction 2

3. In direction 2 (interpretation) insert the following definition in the appropriate alphabetical position—

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

Substitution of Direction 3

4. For direction 3 (establishment etc. of directed enhanced services schemes) substitute the following direction—

“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 (if it has not already done so), 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;

(a) 2006 c.41.

- (b) an Alcohol Related Risk Reduction Scheme, the underlying purpose of which is to—
 - (i) encourage contractors to review newly registered patients aged 16 or over, and
 - (ii) where any such patient is identified as possibly drinking alcohol at hazardous or harmful 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) a Heart Failure Treatment Scheme, the underlying purpose of which is to encourage contractors to improve the treatment of registered patients who are diagnosed as having left ventricular systolic dysfunction by prescribing appropriate beta-blockers;
- (f) 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;
- (g) 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)(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;
- (h) an Influenza and Pneumococcal Immunisation Scheme, the underlying purposes of which is to ensure that patients in its area who are at-risk of

(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

influenza or pneumococcal infection are offered immunisation against these infections;

- (i) 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
- (j) 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.”.

Amendment to Direction 4

5. In direction 4 (extended hours access scheme) for paragraph (6) substitute the following paragraph—

“(6) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 31st December 2009 except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1) and, pending such new arrangements, 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, or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1) and, pending such new arrangements, 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 paragraph (1), which 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.”.

Insertion of provisions following direction 4

6. After direction 4 (extended hours access scheme) and before direction 5 (childhood immunisation scheme) insert the following provisions—

“Alcohol Related Risk Reduction Scheme

5.—(1) As part of its Alcohol Related Risk Scheme, each Primary Care Trust must, subject to paragraph (2), offer to each GMS contractor in its area, and each PMS contractor in its area for which it holds a list of registered patients, the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the scheme during that period.

(2) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 31st December 2009, except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1), or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1),

in which case the Primary Care Trust is required to enter into new arrangements under paragraph (1), which 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.

(3) 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 or 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 hazardous, harmful or likely dependant drinking;
- (c) a requirement that if a patient is identified as drinking at hazardous or harmful levels, the contractor—

- (i) deliver the recommended brief intervention specified in paragraph (4) 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 their levels of drinking and which may be required under their 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 the expiry of 28 days following 31st March in any financial year during which, or during part of which, it has participated in the Alcohol Related Risk Reduction Scheme, the contractor provide the following information (in writing) in respect of the financial year ending on that 31st March:
 - (i) the number of newly registered patients aged 16 or over who have been screened 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 financial year,
 - (ii) the number of newly registered patients aged 16 or 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 financial year who then undergo a fuller assessment using the full ten-question AUDIT questionnaire to determine hazardous, harmful or likely dependent drinking,
 - (iii) the number of newly registered patients who have been identified as drinking at hazardous or harmful levels who have during that financial year 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 financial year;
- (g) 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) 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 7H 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.

(4) The recommended brief intervention for use in the case of patients identified as drinking at hazardous or harmful 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, subject to paragraph (2), offer to each GMS contractor in its area, and each PMS contractor in its area for which it holds a list of registered patients, the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the scheme during that period.

(2) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 31st December 2009, except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1), or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1),

in which case the Primary Care Trust is required to enter into new arrangements under paragraph (1), which 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.

(3) 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(b);

(a) This programme and associated audit tools can be accessed on the following website
<http://www.ncl.ac.uk/ihs/news/item/?brief-interventions-alcohol-and-health-improvement>

(b) http://www.datadictionary.nhs.uk/data_dictionary/attributes/e/enh/ethnic_category_code_de.asp?shownav=1

- (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, 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 (3)(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 an adult who lacks capacity to indicate their ethnicity, in respect of any refusal by an appropriate informant as prescribed in paragraph 3(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;
- (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,

^(a) www.datadictionary.nhs.uk/data_dictionary/attributes/1/language_classification_code_de.asp?shownav=1

- (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 (3)(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 prescribed in paragraph 3(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 the expiry of 28 days following 31st March in any financial year during which, or during part of which, it has participated in the Ethnicity and First Language Recording Scheme, the contractor provide the following information (in writing) in respect of the financial year ending on that 31st March—
 - (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) 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) 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 7I 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.

Learning Disabilities Health Check Scheme

7.—(1) As part of its Learning Disabilities Health Check Scheme, each Primary Care Trust must, subject to paragraph (2), offer to each GMS contractor in its area, and each PMS contractor in its area for which it holds a list of registered patients, the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the scheme during that period.

(2) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 31st December 2009, except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1), or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1),

in which case the Primary Care Trust is required to enter into new arrangements under paragraph (1), which 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.

(3) The arrangements 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 set up and agree with the Primary Care Trust a “health check learning disabilities register” the purpose of which is to identify those of its registered patients with learning disabilities who are to be invited for an annual health check under the arrangements;
- (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;
- (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 disability 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 arrangements 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 arrangements 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 arrangements 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;
 - (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 checks under these arrangements the contractor will arrange a training session 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;

(a) http://www.rcgp.org.uk/PDF/clinical_welsh_health_check_newA.pdf

- (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 the expiry of 28 days following 31st March in any financial year during which, or during part of which, it has participated in the Learning Disabilities Health Check Scheme, 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 under these arrangements during the financial year ending on that 31 March;
- (n) 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) 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 7J 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.

Heart Failure Treatment Scheme

8.—(1) As part of its Heart Failure Treatment Scheme, each Primary Care Trust must, subject to paragraph (2), offer to each GMS contractor in its area, and each PMS contractor in its area for which it holds a list of registered patients, the opportunity to enter into arrangements in respect of the period up to and including 31st March 2009, thereby affording the contractor a reasonable opportunity to participate in the scheme during that period.

(2) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 28th February 2009, except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1), or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1),

in which case the Primary Care Trust is required to enter into new arrangements under paragraph (1), which 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.

(3) The arrangements that a Primary Care Trust enters into with a GMS or PMS contractor as part of its Heart Failure Treatment Scheme must be in writing and must include—

- (a) a requirement that the contractor demonstrates to the Primary Care Trust that it holds and maintains a register of registered patients diagnosed with heart failure set up under Quality and Outcomes Framework arrangements under its contract;
- (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 register accurately;
- (d) a requirement that the contractor co-operate 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 make relevant entries in the patients' medical records;
- (f) a requirement that before the expiry of 28 days following 31st March 2009 the contractor inform the Primary Care Trust (in writing) of the number of registered patients on such register as at 31st March 2009 with a current diagnosis of heart failure due to left ventricular systolic dysfunction who are—
 - (i) not recorded as intolerant or having a contraindication to beta-blockers and
 - (ii) who are currently being treated with a beta-blocker;
- (g) 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) 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 7K 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

9.—(1) As part of its Osteoporosis Diagnosis and Prevention Scheme, each Primary Care Trust must, subject to paragraph (2), offer to each GMS contractor in its area, and each PMS contractor in its area for which it holds a list of registered patients, the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the scheme during that period.

(2) A Primary Care Trust is not required to enter into any arrangements under paragraph (1) after 31st December 2009, except where—

- (a) two or more GMS or PMS contracts (under at least one of which arrangements under 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 paragraph (1), or
- (b) a GMS or PMS contract (under which arrangements under 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 paragraph (1),

in which case the Primary Care Trust is required to enter into new arrangements under paragraph (1), which 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.

(3) The arrangements 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 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;
- (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 register accurately;
- (d) a requirement that the contractor co-operate 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 make relevant entries in the patients' medical records;

- (f) a requirement that on or before the 31st July following the 31st March in any financial year during which, or during part of which, it has participated in the Osteoporosis Diagnosis and Prevention Scheme, the contractor inform the Primary Care Trust (in writing) of—
- (i) the proportion of women on the register as at 31st March of that financial year who—
 - (aa) are at least 65 but not yet 75,
 - (bb) have sustained a fragility fracture during in the previous twelve months, and
 - (cc) have been referred for a DEXA(a) scan during the previous 12 months;
 - (ii) the proportion of women on the register as at 30th June following the end of the relevant financial year who—
 - (aa) as at 31st March of the relevant financial year were at least 65 but not yet 75,
 - (bb) had sustained a fragility fracture during the relevant financial year,
 - (cc) have had a diagnosis of osteoporosis confirmed by DEXA scan during the previous fifteen month period commencing on 1st April of the relevant financial year, and
 - (dd) are receiving treatment with a bone-sparing agent;
 - (iii) the proportion of women on the register as at 31st March of that financial year who—
 - (aa) are at least 75,
 - (bb) have sustained a fragility fracture during in the previous twelve months, and
 - (cc) are receiving treatment with a bone-sparing agent;
 - (g) 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) 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 7L 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.

Amendment and re-numbering of Direction 5

7. In direction 5 (childhood immunisation scheme)—
- (j) for “referred to in direction 3(b)” in paragraph 2(a)(ii), substitute “referred to in direction 3(g)”;
 - and
 - (k) re-number this direction 5 in its entirety as direction 10.

Amendment of numbering of directions 6 to 9

8. The numbering of directions 6 to 9 is amended as follows—
- (l) direction 6 (influenza and pneumococcal immunisation scheme) is re-numbered in its entirety as direction 11;
 - (m) direction 7 (violent patient scheme) is re-numbered in its entirety as direction 12;
 - (n) direction 8 (minor surgery scheme) is re-numbered in its entirety as direction 13; and
 - (o) direction 9 (revocations) is re-numbered in its entirety as direction 14.

Signed by authority of the Secretary of State for Health

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

29th January 2009

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