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ESSENTIAL SERVICES

49. The Contractor must provide the services described in clauses 50 to 57 (*essential services*) at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients, and to have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency.

50. The Contractor must provide services required for the management of the Contractor's *registered patients* and *temporary residents* who are, or believe themselves to be-

50.1.1 ill, with conditions from which recovery is generally expected;

50.1.2 terminally ill; or

50.1.3 suffering from chronic disease,

delivered in the manner determined by the Contractor in discussion with the patient.

51. For the purposes of clause 50, -

51.1 "disease" means a disease included in the list of three-character categories contained in the tenth revision of the International Statistical Classification of Diseases and Related Health Problems (published by the World Health Organisation, 1992 ISBN 92 4 1544 19 8 (v.l) NLM Classification WB 15); and

51.2 "management" includes offering a consultation and, where appropriate, physical examination for the purpose of identifying the need, if any, for treatment or further investigation; and the making available of such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under *the Act* and liaison with other *health care professionals* involved in the patient's treatment and care.

52. The services described in clauses 49 to 57 are the provision of appropriate ongoing treatment and care to all *registered patients* and *temporary residents* taking account of their specific needs including-

52.1 the provision of advice in connection with the patient's health, including relevant health promotion advice; and

52.2 the referral of the patient for other services under *the Act*.

54. For the purposes of clause 53 "emergency" includes any medical emergency whether or not related to services provided under the agreement.
55. The Contractor must provide primary medical services required in *core hours* for the immediately necessary treatment of any person falling within clause 56 who requests such treatment, for the period specified in clause 57.
56. A person falls within this clause if he is a person-
 - 56.1 whose application for inclusion in the *Contractor's list of patients* has been refused in accordance with clauses 199 to 202 (Part 12: Patients - Refusal of applications for inclusion in the list of patients or for acceptance as a *temporary resident*) and who is not registered with another provider of *essential services* (or their equivalent) in the area of the PCT;
 - 56.2 whose application for acceptance as a *temporary resident* has been rejected under clauses 199 to 202 (Part 12: Patients - Refusal of applications for inclusion in the list of patients or for acceptance as a *temporary resident*); or
 - 56.3 who is present in the Contractor's *practice area* for less than 24 hours.
57. The period referred to in clause 55 is-
 - 57.1 in the case of clause 56.1, 14 days beginning with the date on which that person's application was refused or until that person has been registered elsewhere for the provision of *essential services* (or their equivalent), whichever occurs first;
 - 57.2 in the case of clause 56.2, 14 days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever occurs first; and
 - 57.3 in the case of clause 56.3, 24 hours or such shorter period as the person is present in the Contractor's *practice area*.

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ADDITIONAL SERVICES

58. In relation to each *additional service* it provides, the Contractor shall provide such facilities and equipment as are necessary to enable it properly to perform that service.
59. Where an *additional service* specified in Part 1 of Schedule 3 (*Additional Services*) is to be provided under this agreement, the Contractor must provide that *additional service* at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients. The Contractor must also have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency.
60. The Contractor shall provide those *additional services* which are signified by the insertion of the word "YES" in the relevant box in Part 1 of Schedule 3 (Services) to-
 - 60.1 its *registered patients*; and
 - 60.2 persons accepted by it as *temporary residents*.
61. Where such services are provided they shall be provided in accordance with the provisions of-
 - 61.1 Clauses 62 to 64 (*Cervical screening services*) in the case of *cervical screening services*;
 - 61.2 Clause 65 (*Contraceptive services*) in the case of *contraceptive services*;
 - 61.3 Clauses 66 to 67 (*Vaccinations and immunisations*) in the case of *vaccinations and immunisations*;
 - 61.4 Clauses 68 to 69 (*Childhood vaccinations and immunisations*) in the case of *childhood vaccinations and immunisations*;
 - 61.5 Clauses 70 to 72 (*Child health surveillance services*) in the case of *child health surveillance services*;
 - 61.6 Clauses 73 to 74 (*Maternity medical services*) in the case of *maternity medical services*; and

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- 61.7 Clauses 75 to 76 (*Restricted minor surgery*) in the case of *restricted minor surgery*.

Cervical screening services

62. The Contractor shall-
- 62.1 provide the services described in clause 63; and
 - 62.2 make such records as are referred to in clause 64.
63. The services referred to in clause 62 are-
- 63.1 the provision of any necessary information and advice to assist women identified by the PCT as recommended nationally for a cervical screening test in making an informed decision as to participation in the NHS Cervical Screening Programme;
 - 63.2 the performance of cervical screening tests on women who have agreed to participate in that Programme;
 - 63.3 arranging for women to be informed of the results of the test;
 - 63.4 ensuring that test results are followed up appropriately.
64. The records referred to in clause 62 shall be an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.

Contraceptive services

65. The Contractor shall make available the following services to all of its patients who request such services-
- 65.1 the giving of advice about the full range of contraceptive methods;
 - 65.2 where appropriate, the medical examination of patients seeking such advice;
 - 65.3 the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);
 - 65.4 the giving of advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another provider of

primary medical services who does not have such conscientious objections;

- 65.5 the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the *practice area* and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services who does not have such conscientious objections;
- 65.6 the giving of initial advice about sexual health promotion and sexually transmitted infections; and
- 65.7 the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.

Vaccinations and immunisations

66. The Contractor shall-

- 66.1 offer to provide to patients all vaccinations and immunisations (excluding *childhood vaccinations and immunisations*) of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 34 of the National Health Service (General Medical Services) Regulations 1992 other than influenza and pneumococcal vaccinations;
- 66.2 provide appropriate information and advice to patients about such vaccinations and immunisations;
- 66.3 record in the patient's record kept in accordance with clauses 391 to 399 (Part 15: Records, Information, Notification and Rights of Entry - Patient records and Access to records for the purpose of the Quality Information Preparation Scheme) any refusal of the offer referred to in clause 66.1; and
- 66.4 where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clauses 391 to 399 (Part 15: Records, Information, Notification and Rights of Entry - Patient records)-
 - 66.4.1 the patient's consent to the vaccination or immunisation or the name of the person who gave consent to the vaccination or immunisation and his relationship to the patient,
 - 66.4.2 the batch numbers, expiry date and title of the vaccine,

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- 66.4.3 the date of administration,
- 66.4.4 in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine,
- 66.4.5 any contraindications to the vaccination or immunisation, and
- 66.4.6 any adverse reactions to the vaccination or immunisation.

67. The Contractor shall ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Childhood vaccinations and immunisations

68. The Contractor shall-

- 68.1 offer to provide to children all vaccinations and immunisations of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 34 of the National Health Service (General Medical Services) Regulations 1992;
- 68.2 provide appropriate information and advice to patients and, where appropriate, their parents about such vaccinations and immunisations;
- 68.3 record in the patient's record kept in accordance with clauses 391 to 399 (Part 15: Records, Information, Notification and Rights of Entry - Patient records) any refusal of the offer referred to in clause 68.1; and
- 68.4 where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clauses 391 to 399 (Part 15: Records, Information, Notification and Rights of Entry - Patient records)-
 - 68.4.1 the name of the person who gave consent to the vaccination or immunisation and his relationship to the patient,
 - 68.4.2 the batch numbers, expiry date and title of the

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68.4.5 any contraindications to the vaccination or immunisation, and

68.4.6 any adverse reactions to the vaccination or immunisation.

69. The Contractor shall ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Child health surveillance services

70. The Contractor shall, in respect of any *child* under the age of five for whom it has responsibility under the agreement-

70.1 provide the services described in clause 71, other than any examination so described which the *parent* refuses to allow the *child* to undergo, until the date upon which the *child* attains the age of five years; and

70.2 maintain such records as are specified in clause 72.

71. The services referred to in clause 70.1 are-

71.1 the monitoring-

71.1.1 by the consideration of any information concerning the *child* received by or on behalf of the Contractor, and

71.1.2 on any occasion when the *child* is examined or observed by or on behalf of the Contractor (whether pursuant to clause 71.2 or otherwise),

of the health, well-being and physical, mental and social development (all of which characteristics are referred to in clauses 71 to 73 as "development") of the *child* while under the age of 5 years with a view to detecting any deviations from normal development; and

71.2 the examination of the *child* at a frequency that has been agreed with the PCT in accordance with the nationally agreed evidence based programme set out in the fourth edition of "Health for all Children (David Hall and David Elliman, January 2003, Oxford University Press ISBN 0-19-85188-X).

72. The records referred to in clause 70.2 are an accurate record of-

72.1 the development of the *child* while under the age of 5 years, compiled as soon as is reasonably practicable following the first examination of

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that *child* and, where appropriate, amended following each subsequent examination; and

- 72.2 the responses (if any) to offers made to the child's *parent* for the *child* to undergo any examination referred to in clause 71.2.

Maternity medical services

73. The Contractor shall-

- 73.1 provide to female patients who have been diagnosed as pregnant all necessary *maternity medical services* throughout the ante-natal period;
- 73.2 provide to female patients and their babies all necessary *maternity medical services* throughout the post-natal period other than neonatal checks; and
- 73.3 provide all necessary *maternity medical services* to female patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services, who does not have such conscientious objections.

74. In clause 73-

- 74.1 "antenatal period" means the period from the start of the pregnancy to the onset of labour,
- 74.2 "maternity medical services" means-
- 74.2.1 in relation to female patients (other than babies) all primary medical services relating to pregnancy, excluding intra partum care, and
- 74.2.2 in relation to babies, any primary medical services necessary in their first 14 days of life, and
- 74.3 "postnatal period" means the period starting from the conclusion of

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75. The Contractor shall make available to patients where appropriate *restricted minor surgery* services comprising curettage and cautery and, in relation to warts, verrucae and other skin lesions, cryocautery.
76. The Contractor shall ensure that its record of any treatment provided pursuant to clause 75 includes the consent of the patient to that treatment.