2007 No. 53

NATIONAL HEALTH SERVICE (WALES) ACT 2006

The Primary Medical Services (Directed Enhanced Services) (Wales) Directions 2007

Made - - - -	*11th December 2007*
Coming into force - -	*12th December 2007*

The Welsh Ministers, in exercise of the powers conferred by sections 12(3) and 203(9) and (10) of the National Health Service (Wales) Act 2006(**1**) hereby give the following Directions:

Title, commencement and application

1.—(1) The title of these Directions is the Primary Medical Services (Directed Enhanced Services) (Wales) Directions 2007.

(2) These Directions come into force on 12th December 2007.

(3) Direction 4 of these Directions will cease to have effect on 1 April 2008.

(4) These Directions are given to Local Health Boards in Wales.

Interpretation

2. In these Directions

"the Act" means the National Health Service (Wales) Act 2006;

"general practitioner" means a medical practitioner whose name is included in a medical performers list prepared by a Local Health Board under regulation 3 of the National Health Service (Performers List) (Wales) Regulations 2004(**2**);

"GMS contractor" means a person with whom a Local Health 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(**3**);

"PMS contractor" means a person with whom a Local Health Board is entering into or has entered into arrangements in accordance with section 50 of the Act which require the provision by that person of primary medical services;

"primary medical services contract" means—

(a) a general medical services contract; or

(b) contractual arrangements for the provision of primary medical services under section 41(2)(b) of the Act (primary medical services);

(**1**) 2006 c.42.
(**2**) S.I.2004/1020 (W.117).
(**3**) 2002 c.17.

"primary medical services contractor" means—

(a) a GMS or PMS contractor, or

(b) a person with whom a Local Health Board is making or has made contractual arrangements for the provision of primary medical services under section 41(2)(b) of the Act (primary medical services); and

"Statement of Financial Entitlements" means any directions given by the Welsh Ministers under section 45 of the Act (GMS contracts: payments).

Establishment etc. of directed enhanced services schemes

3.—(1) Each Local Health Board must exercise its functions under section 41 of the Act (primary medical services) of providing primary medical services within its area, or securing the provision of such services 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 Access Scheme, the underlying purpose of which is to improve further patient access to primary medical services. Contractors must be able to demonstrate in producing their Access Plan that they have evaluated their previous Improved Access Plan and have reviewed, considered and taken appropriate action, if necessary, in relation to any complaints made by patients concerning access to the primary medical services offered by the contractor.

(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 (i.e. nationally and by the World Health Organisation) immunisation courses for protection against—

(aa) diphtheria, tetanus, poliomyelitis, pertussis and Haemophilus influenza type B,

(bb) measles/mumps/rubella, and

(cc) meningitis C, or

(ii) who have passed their fifth birthday but not yet their sixth 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;

(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 in its area because of an act or threat of violence;

(e) 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 Local Health Board's area;

(f) a Severe Mental Illness Scheme, the underlying purpose of which is to improve the quality of care provided to patients with severe mental illness through better co-ordination and sharing of information; and

(g) a Learning Disabilities Scheme, the underlying purpose of which is to deliver a health check to patients with learning disabilities to improve the quality of care provided through general medical services with the objective of the enhancement of the quality of life and the independence of those patients.

(2) Before entering into any arrangements with a primary medical services contractor, as part of one of the Schemes mentioned in this Direction, a Local Health Board must satisfy itself that the contractor with which 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 will be taken as requiring a Local Health Board to enter into such arrangements with a contractor if it has not been able to satisfy itself in this way about the contractor.

Access Scheme Plans

4.—(1) As part of its Access Scheme Plan, each Local Health Board must offer to enter into arrangements with each GMS contractor (contractor) in its area in respect of the financial year 2007-2008, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. Where a Local Health Board already has arrangements with a contractor pursuant to Local Enhanced Services arrangements (**1**) which correspond to arrangements in sub-paragraphs (2)(a) to (i) in respect of the financial year 2007-2008 a contractor may elect to receive payments under sub-paragraph (2) (l) (i) or under the Local Enhanced Services arrangements, but not both. Where a contractor elects to receive payments under sub-paragraphs (2) (l) (i) but on the date these Directions come into force a contractor has already received payment in respect of the financial year 2007-2008 under the Local Enhanced Services arrangements for services which correspond to arrangements in sub-paragraphs (2) (a) to (i) he or she may only claim from the relevant Local Health Board any difference in the amount of monies received and the amount of monies that would be payable under subparagraph (2) (l) (i) if the contractor had been paid pursuant to these Directions.

(2) The plan which sets out the arrangements that the Local Health Board enters into, or has entered into with the contractor as part of its Access Scheme Plan must, in respect of the financial year 2007-2008, include—

(a) arrangements for ensuring that patients can access(**2**) an appropriate member of the primary care team(**3**)within 24 hours(**4**) of requesting an appointment or sooner in an emergency;

(b) arrangements for ensuring that patients have the opportunity to pre-book an appointment up to two weeks in advance;

(c) arrangements for ensuring that patients have the opportunity to be seen by a general practitioner of the patient's choice. This will normally be within four weeks, but will be subject to that general practitioner's availability;

(d) a requirement that the contractor has a telephone answering service system that is adequate to cater for reasonable patient demand(**5**);

(e) any agreed arrangements for meeting and maintaining the access targets set out in-paragraphs (a) to (d);

(f) 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 Local Health Board when those access targets may be in jeopardy);

(**1**) Local Enhanced Services is defined in chapter 3 of "Delivering Investment in General Practice and accessible on the GMS contract website at – http://howis.wales.nhs.uk/sites3/Documents/480/chapter2%2De.pdf

(**2**) "access") defined in the Welsh Supplement to the UK DES and issued in September 2003

(**3**) "member of the primary care team") and accessible on the GMS Contract website at -

(**4**) "24 hours") http://howis.wales.nhs.uk/sites3/docopen/cfm?orgid=480&ID=40700.

(**5**) "reasonable patient demand" is defined in the DES Specification for Access for 2007/2008 and is accessible on the GMS Contract website at – http://howis.nhs.wales.uk/sites3/page.cfm?orgid480&pid=8033

(g) any contingency plans to cover circumstances when those access targets may be in jeopardy;

(h) any improvements to the arrangements for the access to primary medical services provided by the contractor which—

(i) the Local Health 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;

(i) arrangements for the review of the plan, which must include—

(i) a requirement that the contractor demonstrates that its plan has been implemented during a routine annual practice visit undertaken by the Local Health Board,

(j) a requirement that the contractor reviews access to practice services for patients (as set out in the DES specification for Access 2007/08(**1**). Contractors will need to demonstrate they have —

(i) consulted with patients;

(ii) gathered patient views on how and when they would like to be able to access services in the practice;

(iii) given an ongoing commitment to the provision of services to patients at a time that is convenient to patients:

(iv) fed back to patients the outcome of the assessment and any planned changes:

(v) made reasonable adjustments to surgery times taking account of both patient needs and the capacity of the practice; and

(vi) produced and submitted a report to the LHB which must include the details outlined in the DES specification for Access for 2007/08; and

(k) A requirement that the contractor —

(i) completes the "EquIP Cymru" Disability Access Self Assessment Tool(**2**);

(ii) produces a disabilities equality action plan; and

(iii) ensures a practice representative attends, or has already attended "EquIP Cymru" training or makes a commitment to do so as soon as reasonably practicable; and.

(l) the payment arrangements for the contractor which must provide—

(i) that where a contractor and a Local Health Board have agreed a plan, as outlined in sub-paragraphs (a) to (i)(i), which relates (whether solely or in part) to the financial year 2007 - 2008, the Local Health Board must in respect of that financial year pay to the contractor, (after verification by the LHB and the LHB's audit of access achievement as set out in the DES specification for Access 2007/08), where the contractor has fulfilled it obligations under the plan, an Access Scheme Plan payment of—

(aa) £4,000 for contractors with a list size of less than 3,500 patients;

(bb) £5,000 for contractors with a list size between 3,500 and 7,000 patients; and

(cc) £6,000 for contractors with a list size of more than 7,000 patients

which payment is to fall due—

(dd) if the plan is agreed or was agreed before the start of that financial year, at the end of the first month of that financial year, and

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(**1**) The DES specification for Access 2007/08 is accessible on the GMS Contract website at http://howis.nhs.wales.uk/sites3/page.cfm?orgid480&pid=8033.

(**2**)http://www.regp.org.uk/docs/EQUIP%20DISABILITY%20ACCESS%20SELF%ASSESSMENT%20AUDIT%20TOOLKIT.doc.

(ee) if the plan is agreed after the start of that financial year, on the first date after the plan is agreed on which one of the contractor's payable Global Sum monthly payments falls due;

(ii) that where a contractor has reviewed access to practice services for patients as outlined in (j)(i) to (vi) and submitted its report to the LHB—

(aa) the contractor will be able to claim a payment of £2,500;

(bb) the payment will be authorised by the Local Health Board upon the contractor submitting a satisfactory report and an application for payment to the Local Health Board; and

(cc) such payment will be payable on the first date after the payment is authorised on which one of the contractor's payable Global Sum monthly payments falls due;

(iii) that where a contractor has undertaken the requirements outlined in sub-paragraph (k)(i) to (iii)—

(aa) the contractor will be able to claim a payment of £2,500;

(bb) the payment will be authorised by the Local Health Board after verification by the LHB and the LHB's audit of achievement against the requirements as set out in the DES specification for Access 2007/08; and

(cc) such payment will be payable on the first date after the payment is authorised on which the contractor's payable Global Sum monthly payment falls due; and

the Local Health Board must, where necessary, vary the 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 Local Health Board must, each financial year, offer to enter into arrangements with each GMS contractor (contractor) in its area, unless—

(a) it already has such arrangements with the contractor in respect of that financial year; or

(b) 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 Local Health Board enters into, or has entered into, with any primary medical services contractor (contractor) as part of its Childhood Immunisation Scheme must, in respect of each financial year to which the plan relates, include—

(a) a requirement that the contractor—

(i) develops and maintains a register (its "Childhood Immunisation Scheme Register" which may comprise electronically tagged entries in a wider computer database) of all the children for whom the contractor has a contractual duty to provide childhood immunisation and pre-school booster services (who may have already 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)(b) to the children on its Childhood Immunisation Scheme Register (with the aim of maximising uptake in the interests of patients, both individually and collectively), and

(iii) undertakes to record the information that it has in its Childhood Immunisation Scheme Register using any applicable National Read codes;

(b) a requirement that the contractor—

(i) develops a strategy for liaising with and informing parents or guardians of children on its Childhood Immunisation Scheme Register about its immunisation programme with the aim of improving uptake, and

(ii) provides information on request to those parents or guardians about immunisation;

(c) a requirement that the contractor takes all reasonable steps to ensure that the lifelong medical records held by a child's general practitioner are kept up-to-date with regard to the child's immunisation status, and in particular include—

(i) any refusal of an offer of vaccination,

(ii) where the 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 supply its Local Health Board with such information as it may reasonably request for the purpose of monitoring the contractor's performance of its obligations under the plan;

(g) arrangements for an annual review of the plan, which shall include—

(i) an audit of the rates of immunisation, which must also cover any changes to the rates of immunisation, and

(ii) an analysis of the possible reasons for any changes to the rates of immunisation; and

(h) in the case of contractors that are not GMS contractors, the payment arrangements for the contractor, which must comprise of 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 Local Health Board must take no account of exception reporting in its calculations of target payments),

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

and the Local Health 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 Local Health Board may enter into arrangements with any primary medical services contractor (contractor), but where it does so, the plan setting out the arrangements that a Local Health 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 (its "Influenza and Pneumococcal Immunisation 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 or she 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 liver disease, chronic renal disease, chronic neurological disease, immuno-suppression due to disease or treatment, diabetes mellitus,

(cc) living in long-stay residential or nursing homes or other long-stay health or social care facilities,

(dd) in receipt of a carers allowance, or the main carer for an elderly or disabled person whose welfare may be at risk if the carer falls ill. For this group it is at the contractor's discretion, in the context of other clinical risk groups on the contractor's list of patients, as to whether or not immunisation should be offered, or

(ii) pneumococcal infection if he or she is aged 65 or over at the end of the financial year;

(b) a requirement that the contractor undertakes—

(i) to offer immunisations against those infections to all at-risk patients, and with immunisations against influenza infection—

(aa) to make that offer during the period from 1 August to 31 March in that financial year, but

(bb) to concentrate the immunisation programme during the period from 1 September to 31 January in that financial year, and

(ii) to record the information that it has in its Influenza and Pneumococcal Immunisation Scheme Register using 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 or her immunisation status, and in particular to 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 supply its Local Health Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of its obligations under the plan; and

(h) the payment arrangements for the contractor, and

the Local Health Board must, where necessary, vary the primary medical service contractor's primary medical service 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 Local Health 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 Local Health 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 Local Health Board may enter into arrangements with any primary medical services contractor (contractor), but where it does so, the plan setting out the arrangements that a Local Health 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 Local Health Board considers the contractor competent to provide, which may include—

(i) injections for muscles, tendons and joints,

(ii) invasive procedures, including incisions and excisions(**1**), and

(iii) injections of varicose veins and haemorrhoids;

(b) a requirement that the contractor takes all reasonable steps to provide suitable information to patients in respect of whom they are contracted to provide minor surgical procedures about those procedures;

(**1**) "excisions" for the purposes of these Directions is defined in the revised DES specification for minor surgery 2007/08.

(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) takes all reasonable steps to ensure 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 experiences, skills and training with regard to that procedure; and

(ii) resuscitation skills;

(f) a requirement that the contractor ensures that it has appropriate arrangements for infection control and decontamination in premises where surgical procedures are undertaken, and for these purposes, the Local Health Board may stipulate—

(i) the use of sterile packs, 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 surgical procedures are maintained in such a way—

(i) that aggregated data and details of individual patients are readily accessible for lawful purposes, and

(ii) as to facilitate regular audit and peer review by the contractor of the performance of surgical procedures under the plan;

(h) a requirement that the contractor supplies its Local Health Board with such information as it may reasonably request for the purposes of monitoring the contractor's performance of its obligations under the plan; and

(i) the payment arrangements for the contractor, and

the Local Health 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.

Severe Mental Illness Scheme Plans

9.—(1) As part of its Severe Mental Illness Scheme, each Local Health Board must each financial year, offer to enter into arrangements with each GMS contractor (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 a Local Health Board enters into, or has entered into with a contractor as part of its Severe Mental Illness Scheme must, include—

(a) a requirement that the contractor develop and maintain a register (its "Severe Mental Illness Scheme Register" which may comprise electronically tagged entries in a wider computer database) of those patients for whom the contractor has a contractual duty to provide primary medical services who have been notified to the contractor as being in

receipt of Enhanced Care Programme Approach(**1**)(CPA) by the CPA co-ordinator for the relevant area;

(b) a requirement that the contractor completes the standard severe mental illness report (the report) in the format set out in the Annex to the Specification for Directed Enhanced Service for the Care of People with Mental Illness(**2**);

(c) a requirement that the contractor sends a copy of the report to the lead Consultant for the patient and to the CPA co-ordinator for the relevant area;

(d) any agreed arrangements for the collection of data to enable the Local Health Board to form an opinion on whether the contractor has fulfilled its obligations under the plan; and

(e) the payment arrangements for the contractor which must provide that—

(i) contractors will be able to claim £80 per patient, such payment will be authorised by the Local Health Board where—

(aa) the contractor meets its obligations under the plan, and

(bb) upon the contractor confirming to the Local Health Board that it has sent a copy of the report to the lead Consultant for the patient and to the CPA co-ordinator for the relevant area, and

(ii) such payment will be payable on the first date after the payment is authorised on which one of the contractor's payable Global Sum monthly payments falls due, and

the Local Health Board must, where necessary, vary the 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.

Learning Disabilities Scheme

10.—(1) As part of its Learning Disabilities Scheme each Local Health Board must each financial year offer to enter into arrangements with each GMS contractor (contractor) in its area (unless it already has such arrangements with the contractor in respect of that financial year), thereby affording the contractor reasonable opportunity to participate in the Scheme during that financial year.

(2) The plan setting out the arrangements that a Local Health Board enters into, or has entered into with a contractor as part of its Learning Disabilities Scheme must include—

(a) a requirement that the contractor develops and maintains a register (its "Learning Disabilities Scheme Register", which may comprise electronically tagged entries in a wider computer database) of those patients for whom the contractor has a contractual duty to provide primary medical services who have been notified to the contract as being on the register of persons who have learning difficulties that is maintained by the social services department of the relevant Local Authority;

(b) a requirement that the contractor develops a robust recall system for patients on its Learning and Disabilities Scheme Register;

(c) a requirement that the contractor provide each patient on its Learning Disabilities Scheme Register with an annual health check (which must be based on the Welsh Health Check(**3**);

(d) a requirement that the contractor integrates a report of the health check as part of the patient's lifelong medical records**;**

(**1**) Further information on the Care Programme Approach ('CPA') is available in guidance issued by the National Assembly for Wales which may be found at http://www.nhs.wales.uk/documents/mental-health-policy-imple-guide-e.pdf; page 11 of this guidance distinguishes "enhanced CPA" from "standard CPA".

(**2**) The specification is available on the GMS Contract website at http://howis.wales.nhs.uk/sites3/page.cfm?orgid480&pid=8033

(**3**) The Welsh Health Check is on the GMS website at http://howis.wales.nhs.uk/sites3/page.cfm?orgid=480&pid=8033

(e) a requirement that, where appropriate, the contractor seeks to involve the patient's carers and support workers in the provision of care for the patient by informing them of the patient's health care needs and offering them support, if necessary;

(f) a requirement that the contractor liaises with relevant local support services with a view to providing seamless care for the patient and, where appropriate, inform patients and their carers and support workers of the existence of both local and national voluntary support groups;

(g) a requirement that the contractor conducts an annual review which will include—

(i) a review of the needs identified following completion of the health check and the outcome of the actions for the contractor that were identified in order to meet these needs; and

(ii) a report on the feedback from patients and carers should be included in the patient's lifelong medical records;

(h) any agreed arrangements for the collection of data to enable the Local Health Board to form an opinion on whether the contractor has fulfilled it obligations under the plan; and

(i) payment arrangements for the contractor, which must provide that—

(i) contractors will be able to claim £100 per patient, such payment will be authorised by the Local Health Board where—

(aa) the contractor meets its obligations under the plan, and

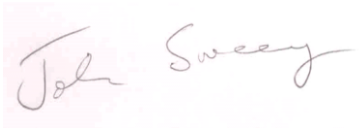
(bb) upon the contractor making an application for payment to the Local Health Board in which it confirms that a report has been completed and a copy sent to the patient and, where appropriate, the patient's carer, and

(ii) such payment will be payable on the first date after the payment is authorised on which one of the contractor's payable Global Sum monthly payments falls due, and

the Local Health Board must, where necessary, vary the contractor's primary medical services contract so that the contractor's obligations under the plan comprise part of the contractor's contract and the requirements of the plan are conditions of the contract.

Revocations

11. The Primary Medical Services (Directed Enhanced Services) (Wales) Directions 2006 are hereby revoked.



Signed by John Sweeney, Director of Community Primary Care and Health Services Policy Directorate under the authority of the Minister for Health and Social Services, one of the Welsh Ministers

Date 11th December 2007