
D I R E C T I O N S

THE NATIONAL HEALTH SERVICE ACT 2006

The Primary Medical Services (Directed Enhanced Services - Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No. 6) Directions 2009

The Secretary of State for Health has consulted in accordance with section 87(4) of the National Health Service Act 2006^(a) with the bodies appearing to him to be representative of persons to whose remuneration these directions relate. The Secretary of State for Health, in exercise of the powers conferred by sections 8, 87 and 272(7) and (8) of the National Health Service Act 2006 give the following directions—

Citation, commencement and application

1.—(1) These Directions may be cited as the Primary Medical Services (Directed Enhanced Services - Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No. 6) Directions 2009 and shall come into force on 30th October 2009.

(2) These Directions are given to Primary Care Trusts in England.

Interpretation

2. In these Directions—

“the Act” means the National Health Service Act 2006;

“APMS contractor” means a person with whom a Primary Care Trust is entering into or has entered into arrangements for the provision of primary medical services under section 83(2)(b) of the Act;

“appropriate dosage” means the recommended doses of the H1N1 vaccine as specified in the vaccination schedule in annex A to the letter signed by the Chief Medical Officer, the Chief Nursing Officer and the Chief Pharmaceutical Officer dated 15 October 2009 and published on the website of the Department of Health under Gateway Reference 12781^(b);

“contractor”, unless the context otherwise requires, means an existing contractor or a new contractor”;

“existing contractor” means a person who on or before 30th October 2009—

(a) has entered into a GMS contract with a Primary Care Trust; or

(b) has entered into—

(i) a PMS or APMS Contract with a Primary Care Trust; and

(ii) has a registered patient list;

“GMS contractor” means a person with whom a Primary Care Trust is entering or has entered into a general medical services contract;

^(a) 2006 c.41.

^(b) A copy of the letter may be downloaded from the website at http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Dearcolleagueletters/DH_107169

“H1N1 vaccine” means the Pandemic Influenza Vaccine (H1N1) 2009;

“new contractor” means any person, other than an existing contractor, with whom a Primary Care Trust is contemplating entering into or has entered into contractual arrangements to provide vaccination services as part of its Pandemic Influenza (H1N1) Vaccination Scheme;

“PMS contractor” means a person with whom a Primary Care Trust is entering into or has entered into section 92 arrangements for the provision of primary medical services;

“primary medical services contract” means—

- (a) a general medical services contract;
- (b) section 92 arrangements which require the provision of primary medical services; or
- (c) contractual arrangements for the provision of primary medical services under section 83(2)(b) of the Act;

“primary medical services contractor” means—

- (a) a GMS or PMS contractor; or
- (b) a person with whom a Primary Care Trust is making or has made contractual arrangements for the provisions of primary medical services under section 83(2)(b) of the Act;

“priority group” is to be construed in accordance with direction 4;

“registered patient list” is to be construed in accordance with regulation 2(2) of the (Primary Medical Services (Sale of Goodwill and Restrictions on Sub-contracting) Regulations 2004(c);

“SFE” means the directions given by the Secretary of State in the Statement of Financial Entitlements under section 28T of the National Health Service Act 1977(d), signed on 30th March 2005(e);

and

“working day” has the same meaning as in the National Health Service (General Medical Services Contracts) Regulations 2004(f).

(c) S.I. 2004/906.

(d) 1977 c.49; section 28T was inserted by section 175(1) of the Health and Social Care (Community Health and Standards) Act 2003 (c.43). Section 28T of the National Health Service Act 1977 was repealed by the National Health Service (Consequential Provisions) Act 2006 (c.43), section 6 and Schedule 4, with effect from 1st March 2007. For corresponding provisions, which came into force on the same date, *see* section 87 of the National Health Service Act 2006 (c.41).

(e) These Directions were amended by the Statement of Financial Entitlements (Amendment) Directions 2005 which were signed on 8th June 2005 but which had effect as from 1st April 2005, by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2005 which were signed on 12th July 2005, by the Statement of Financial Entitlements (Amendment) Directions 2006 which were signed on 31st January 2006, by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2006 which were signed on 30th March 2006, by the Statement of Financial Entitlements (Amendment) (No 3) Directions 2006 which were signed on 29th June 2006, by the Statement of Financial Entitlements (Amendment) (No 4) Directions 2006 which were signed on 2nd August 2006 but which had effect as from 30 July 2006, by the Statement of Financial Entitlements (Amendment) (No 5) Directions 2006 which were signed on 25th of September 2006, by the Statement of Financial Entitlements (Amendment) (No 6) Directions 2006 which were signed on 2nd November 2006 but which had effect as from 4th September 2006, by the Statement of Financial Entitlements (Amendment) Directions 2007 which were signed on 19th March 2007, by the Statement of Financial Entitlements (Amendment) (No 2) Directions 2007 which were signed on 2nd August 2007, by the Statement of Financial Entitlements (Amendment) Directions 2008 which were signed on 25th March 2008 but which came into force on 1st April 2008, by the Statement of Financial Entitlements (Amendment) (No 2) Directions 2008 which were signed on 21st April 2008 but which came into force on 1st April 2008, by the Statement of Financial Entitlements (Amendment) (No3) Directions 2008 which were signed on 7th August 2008 but which came into force on 1st October 2008, by the Statement of Financial Entitlements (Amendment) (No 4) Directions 2008 which were signed on 1st September 2008, by the Statement of Financial Entitlements (Amendment) (No 5) Directions 2008 which were signed on 22nd October 2008 but which had effect in part from 1st April 2008 and in part from 23rd October 2008, by the Statement of Financial Entitlements (Amendment) Directions 2009 which were signed on 29th January 2009, by the Statement of Financial Entitlements (Amendment) (No 2) Directions 2009 which were signed on 23rd March 2009, by the Statement of Financial Entitlements (Amendment) (No 3) Directions 2009 which were signed on 24th March 2009, by the Statement of Financial Entitlements (Amendment) (No 4) and Specification of National Minimum Percentage Uplift) Directions 2009 which were signed on which were signed on 10th June 2009 but which had effect in part from 1st April 2009 and in part from 11th June 2009 and by the Statement of Financial Entitlements (Amendment) (no 5) Directions 2009 which were signed on 22nd September 2009.

PART 1

Establishment etc. of Pandemic Influenza (H1N1) Vaccination Schemes

Establishment etc. of Pandemic Influenza (H1N1) Vaccination Schemes

3. 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, operating and, as appropriate, revising for its area a Pandemic Influenza (H1N1) Vaccination Scheme, the underlying purposes of which are—

- (a) to ensure that patients in its area who are in a priority group are offered the H1N1 vaccine;
- (b) to ensure that the priority groups are prioritised for vaccination in the order set out in direction 4; and
- (c) to maximize the level of uptake amongst priority groups in its area of the H1N1 vaccine.

Priority groups

4. The following groups are priority groups for the purposes of these Directions—

- (a) people who—
 - (i) have reached the age of 6 months but have not reached the age of 65 years; and
 - (ii) are in a clinical risk group listed in the Schedule to these Directions;
- (b) women who—
 - (i) are pregnant; and
 - (ii) are at a stage in their pregnancy for which the H1N1 vaccine is licensed for use;
- (c) people who are household contacts of immunocompromised individuals; and
- (d) people who—
 - (i) are aged 65 or over; and
 - (ii) are in a clinical risk group listed in the Schedule to these Directions.

Offers of arrangements to participate in the Pandemic Influenza (H1N1) Vaccination Scheme

5.—(1) As part of its Pandemic Influenza (H1N1) Vaccination Scheme, each Primary Care Trust must, subject to paragraph (2), offer to make arrangements with existing contractors or, where necessary in order fully to meet its obligations under direction 3, new contractors for the vaccination of patients in priority groups against pandemic influenza of the virus sub-type H1N1.

(2) Each Primary Care Trust must—

- (a) before offering to enter into arrangements with new contractors—
 - (i) before 13th November 2009, offer each existing contractor in its area the opportunity to enter into arrangements to participate in the Pandemic Influenza (H1N1) Vaccination Scheme; and
 - (ii) afford each of those existing contractors a reasonable opportunity to participate in the Pandemic Influenza (H1N1) Vaccination Scheme,

but for these purposes, if an existing contractor fails to respond to an offer within 14 days of the date on which the offer is made by the Primary Care Trust, that existing contractor is to be treated as having been afforded a reasonable opportunity to participate in the Pandemic Influenza (H1N1) Vaccination Scheme and the offer may be withdrawn;

(f) S.I. 2004/291 as amended by S.I. 2004/906 and 2694, S.I. 2005/28, 893, 3315 and 3491, S.I. 2006/1501 and S.I. 2007/3491, S.I. 2008/528, 1514 and 1700, S.I. 2009/309, 2205 and 2230.

- (b) before entering into arrangements with contractors, satisfy itself that the contractor—
 - (i) is capable of meeting its obligations under those arrangements; and
 - (ii) in particular, has the necessary facilities, equipment and suitably trained and qualified general practitioners, health care professionals and other staff to meet those obligations,

and nothing in these Directions shall be taken as requiring a Primary Care Trust to enter into arrangements with a contractor if it is not so satisfied.

(3) A Primary Care Trust may withdraw an offer to enter into arrangements with a contractor as part of its Pandemic Influenza (H1N1) Vaccination Scheme if the contractor fails to provide any information—

- (a) requested by the Primary Care Trust which that Primary Care Trust reasonably requires in order to satisfy itself as mentioned in paragraph (2)(b); and
- (b) within a timescale reasonably requested by the Primary Care Trust.

Form and content of the arrangements

6.—(1) The arrangements that each Primary Care Trust, as part of its Pandemic Influenza (H1N1) Vaccination Scheme, enters into with contractors who are primary medical services contractors with a registered patient list must be contractual arrangements, in writing, which include the following—

- (a) a list (the “housebound patients list”) of those of the contractor’s registered patients who are in a priority group but who are housebound (that is, they are a patient to whom the contractor would normally offer home visits as the only practical means of enabling the patient to consult a general practitioner, face to face), and a provision to the effect that—
 - (i) the contractor is not under an obligation to offer a patient on the housebound patients list the H1N1 vaccine; and
 - (ii) the Primary Care Trust shall not recover the cost of administering the H1N1 vaccine to those patients on the housebound patients list from the contractor;
- (b) the arrangements under which the Primary Care Trust will supply H1N1 vaccine to the contractor;
- (c) a requirement to provide the Primary Care Trust with such information relating to the contractor’s arrangements for administering the H1N1 vaccine that the Primary Care Trust requires for the purposes of co-ordinating the supply of the H1N1 vaccine and associated consumables to contractors;
- (d) requirements that the contractor undertakes to—
 - (i) adopt a proactive approach to offering the H1N1 vaccine, with a view to maximising uptake of the vaccine, which includes adopting—
 - (aa) robust call and reminder systems to contact patients in priority groups; and
 - (bb) a programme of opportunistic vaccination of the patients in priority groups;
 - (ii) offer the H1N1 vaccine only to patients in a priority group;
 - (iii) vaccinate patients, in so far as is practicable, in the following order of priority—
 - (aa) patients in the priority group specified in direction 4(a);
 - (bb) patients in the priority group specified in direction 4(b);
 - (cc) patients in the priority group specified in direction 4(c); and
 - (dd) patients in the priority group specified in direction 4(d);
- (e) a requirement that the contractor takes all reasonable steps to ensure that the lifelong medical records held by the contractor are kept up-to-date with regard to the patient’s immunisation status, and in particular include—
 - (i) any refusal of an offer of vaccination;

- (ii) where an offer of vaccination was accepted—
 - (aa) details of the consent to the vaccination 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; and
 - (ff) any adverse reactions to the vaccination;
- (f) 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;
- (g) 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;
- (h) a requirement that the contractor supplies the Primary Care Trust with such information as it may reasonably request for the purposes of monitoring the uptake of the Pandemic Flu Vaccine (H1N1) 2009.

(2) The arrangements that each Primary Care Trust, as part of its Pandemic Influenza (H1N1) Vaccination Scheme, enters into with contractors who are not primary medical services contractors with a registered patient list must be contractual arrangements, in writing, and in determining the terms upon which any such arrangements are to be made, the Primary Care Trust must have regard to the matters set out in paragraph (1) in so far as they are relevant to such arrangements.

(3) The arrangements that each Primary Care Trust makes as part of its Pandemic Influenza (H1N1) Vaccination Scheme must include arrangements for ensuring that it is notified when patients on any housebound patients lists are vaccinated in order to enable it to make appropriate payments, in accordance with direction 7, to the contractor on whose registered patient list those patients are registered, and those arrangements must include—

- (a) a requirement that where the contractor is vaccinating a patient who is not on a registered patient list held by that contractor, the contractor must ask the patient for the name and address of the primary medical services contractor on whose registered list of patients they appear, if any; and
- (b) a requirement that if the patient provides any information requested in accordance with sub-paragraph (a), the contractor must provide the Primary Care Trust with such information which it reasonably requests in support of any claim by the contractor in respect of that patient,

and may include any other provisions the Primary Care Trust considers necessary in order to enable it to make appropriate payments, in accordance with direction 7, to the contractor on whose registered patient list those patients are registered.

(4) Each Primary Care Trust must ensure that arrangements it enters into as part of its Pandemic Influenza (H1N1) Vaccination Scheme with any contractor who is a primary medical services contractor (irrespective of whether such contractor has a registered patient list) take effect as variations to that contractor's primary medical services contract.

(5) The termination provisions in relation to the contractual arrangements in relation to the Pandemic Influenza (H1N1) Vaccination Scheme must—

- (a) in all cases provide that either party may withdraw from the arrangements entered into as part of the Primary Care Trust's Pandemic Influenza (H1N1) Vaccination Scheme by giving 21 days notice in writing; and
- (b) if the contractual arrangements relating to the Primary Care Trust's Pandemic Influenza (H1N1) Vaccination Scheme comprise only part of the arrangements that the contractor has made with the Primary Care Trust to provide primary medical services, the provisions providing for termination of the Pandemic Influenza (H1N1) Vaccination Scheme arrangements by giving 21 days notice must be in addition to any other termination provisions under those other arrangements.

The amount of payments relating to the Pandemic Influenza (H1N1) Vaccination Scheme in the case of primary medical services contractors who vaccinate patients on their registered patient list

7.—(1) The arrangements that each Primary Care Trust, as part of its Pandemic Influenza (H1N1) Vaccination Scheme, enters into with primary medical services contractors with a registered patient list must provide for the payments specified in paragraph (2) to be made.

(2) In respect of each completed vaccination for a member of any priority group on the contractor's registered patient list, the amount is £5.25 (where the appropriate dosage is two doses of the H1N1 vaccine, that is £5.25 per vaccination, but £5.25 is payable for the first completed vaccination in the case where the patient does not receive the second dose).

(3) The amount specified in paragraph (2) is payable to the contractor under the arrangements even if—

- (a) the patient vaccinated is on the housebound patients list prepared pursuant to direction 6(1)(a) and as a consequence the completed vaccination is not administered by the contractor, provided the vaccination is nevertheless administered under arrangements entered into as part of the Primary Care Trust's Pandemic Influenza (H1N1) Vaccination Scheme; or
- (b) the patient vaccinated was vaccinated before the contractual arrangements were entered into, provided that—
 - (i) the contractor was responsible for administering the vaccine, and
 - (ii) the patient to whom the vaccine was administered was a patient to whom the contractor would have been obliged to offer the vaccine under the arrangements subsequently entered into, had that vaccine not already been administered.

Procedure for claiming the payments relating to the Pandemic Influenza (H1N1) Vaccination Scheme in the case of primary medical services contractors who vaccinate patients on their registered patient list

8. The arrangements that each Primary Care Trust, as part of its Pandemic Influenza (H1N1) Vaccination Scheme, enters into with primary medical services contractors who have a registered patient list must—

- (a) include arrangements for the submission of claims that relate to the vaccination of patients on that contractor's registered patient list, at a frequency—
 - (i) to be agreed between the parties, but which must provide for claims to be submitted within 8 weeks of administration of the H1N1 vaccine; or
 - (ii) if no agreement can be reached, which provide for claims to be submitted before the end of the 14th day of the month after the month during which the H1N1 vaccine was administered;
- (b) include the date on which the payment is to fall due (consistent with other due dates for payments under the primary medical services contract);
- (c) provide for payments to be made subject to the following conditions—

- (i) that no more than two payments in respect of a completed vaccination are payable in respect of any patient; and
- (ii) that the contractor must supply to the Primary Care Trust with the following information in respect of each patient in respect of whom a payment is claimed—
 - (aa) the patient's name;
 - (bb) the patient's date of birth;
 - (cc) the patient's NHS number, where known;
 - (dd) confirmation that the patient is in a priority group;
 - (ee) the date on which the vaccine was administered,
 but where a patient, parent or carer objects to details of a patient's name or date of birth being supplied to the Primary Care Trust, the contractor need not supply that information provided it supplies the patient's NHS number;
- (d) include such other arrangements as the Primary Care Trust considers necessary for ensuring that the receipt and payment of any claims for payment made in accordance with direction 7 are recorded in a manner that ensures that each claim has a clear audit trail; and
- (e) require that all information provided by the contractor pursuant to these conditions must be accurate.

Amount of payments and procedure for claiming payment relating to the Pandemic Influenza (H1N1) Vaccination Scheme in the case of vaccinations other than vaccinations by contractors of patients who are on their registered patient lists

9.—(1) The arrangements that each Primary Care Trust, as part of its Pandemic Influenza (H1N1) Vaccination Scheme, enters into with—

- (a) contractors who are not primary medical services contractors with a registered patient list; or
 - (b) contractors who are primary medical services contractors with a registered patient list in respect of the vaccination of patients who are not on their registered list
- must include provision in respect of the matters set out in paragraph (2).

(2) The matters that must be included in the arrangements referred to in paragraph (1) are—

- (a) provision in respect of the amount agreed as payment under the arrangements; and
- (b) provisions in respect of the manner of claiming payment under the arrangements, and in this respect the Primary Care Trust must have regard to the matters set out in direction 6(3) and 8 in so far as they are relevant to the arrangements.

PART 2

Amendment of the Statement of Financial Entitlements

Amendment of the Statement of Financial Entitlements

10. The SFE is amended as follows.

Amendments to Section 4

11. Section 4 (quality and outcome framework: general) is amended as follows—

- (a) for paragraph 4.15 (calculation of points in the patient experience domain), substitute the following—

“4.15 This domain, in Section 4 of the QOF, contains three indicators, all of which relate to patient experience: the first is about the length of patient consultations and the second and third indicators are about patient experience of access. The method of calculating the number of points earned under the indicator relating to the length of patient consultations is set out in paragraph 4.16. The method of calculating the number of points earned under the indicators relating to patient experience of access is set out in paragraphs 4.17 to 4.18E. There are specific provisions in paragraph 4.18BA to 4.18BC in relation to the calculation of such points in respect of the financial year 2009/2010 for those contractors who enter into arrangements with the PCT to participate in the PCT’s Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with the Pandemic Influenza (H1N1) Vaccination Directions 2009.”;

(b) after paragraph 4.18B, insert the following—

“4.18BA If the contractor has on or before 31st March 2010 entered into arrangements with the PCT to participate in the PCT’s Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with the Pandemic Influenza (H1N1) Vaccination Directions 2009 the PCT must, as soon as practicable after 31st March 2010, calculate the percentage of those of the contractor’s registered patients who are in the priority group specified in Direction 4(a) of Pandemic Influenza (H1N1) Vaccination Directions 2009 who have been vaccinated or are deemed to have been vaccinated under those arrangements by the contractor. For these purposes—

- (a) a patient is vaccinated under those arrangements by the contractor if they have received the appropriate dose as recommended in the vaccination schedule in annex A to the letter signed by the Chief Medical Officer, the Chief Nursing Officer and the Chief Pharmaceutical Officer dated 15th October 2009 and published on the website of the Department of Health under Gateway Reference 12781 (“the appropriate dosage”); and
- (b) a patient is deemed to have been vaccinated under those arrangements by the contractor if—
 - (i) they are on the contractor’s housebound patient list (as defined in the Pandemic Influenza (H1N1) Vaccination Directions 2009) and have received the appropriate dosage even if those vaccinations were not administered by the contractor; or
 - (ii) they were vaccinated before the arrangements were entered into, provided the contractor was responsible for administering the vaccine, and the patient to whom the vaccine was administered was a patient to whom the contractor would have been obliged to offer the vaccine under the arrangements subsequently entered into, had that vaccine not already been administered.

4.18BB If the percentage calculated in accordance with section 4.18BA is greater than 50.7%—

the contractor’s points in respect of indicators PE7 for the financial year 2009/2010 will be calculated in accordance with the provisions of this Section but as though the minimum percentage threshold set out in Annex D in respect of that indicator was 50% and as though the maximum percentage threshold set out in Annex D in respect of that indicator were 80%; and

the contractor’s points in respect of indicators PE8 for the financial year 2009/2010 will be calculated in accordance with the provisions of this Section but as though the minimum percentage threshold set out in Annex D in respect of that indicator was 40% and as though the maximum percentage threshold set out in Annex D in respect of that indicator were 80%.

4.18BC If the percentage so calculated is 50.7% or less, or if the contractor has not on or before 31st March 2010 entered into arrangements with the PCT to participate in the PCT's Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with the Pandemic Influenza (H1N1) Vaccination Directions 2009, the contractor's points in respect of indicators PE7 and PE8 for the financial year 2009/2010 will be calculated in accordance with the provisions of this Section and on the basis of the financial thresholds set out in Annex D.”; and

(c) for paragraph 4.18C, substitute the following—

“4.18C If a contractor has achieved a percentage result in relation to either indicator that is the minimum set for that indicator or is below that minimum (subject to any adjustment required in respect of the financial year 2009/2010 in accordance with paragraphs 4.18BA and 4.18BB), it achieves no points in relation to that indicator. If a contractor has achieved a percentage result in relation to either indicator that is between the minimum and the maximum set for that indicator (subject to any adjustment required in respect of the financial year 2009/2010 in accordance with paragraphs 4.18BA and 4.18BB), it achieves a proportion of the points available in relation to that indicator. The proportion is calculated as follows.”.

Amendment to section 8

12. Section 8 (Childhood Immunisations Scheme) is amended as follows—

(a) in paragraph 8.10, after the words “unless the information the PCT needs to calculate the payment is supplied late” and immediately before the table, insert the following—

“Specific provision applies in respect of the calculation of TYOIP in relation to quarter 3 of the financial year 2009/2010 i.e. the quarter commencing on 1st October 2009. If the contractor has on or before 31st December 2009 entered into arrangements with the PCT to participate in the PCT's Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with the Pandemic Influenza (H1N1) Vaccination Directions 2009, the final date for immunisations which count towards the payment for that quarter will be 11th February 2010 and not 31st December 2009 as would normally be required in accordance with the table below.”; and

(b) after paragraphs 8.20, insert the following—

“8.20A Specific provision applies in respect of the calculation of FYOIP in relation to quarter 3 of the financial year 2009/2010 i.e. the quarter commencing on 1st October 2009. If the contractor has on or before 31st December 2009 entered into arrangements with the PCT to participate in the PCT's Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with the Pandemic Influenza (H1N1) Vaccination Directions 2009, the final date for immunisations which count towards the payment for that quarter will be 11th February 2010 and not 31st December 2009 as would normally be required in accordance with the table in paragraph 8.10.”.

Amendment of Annex A

13. In Part 2 of Annex A (Glossary – Definitions), after the definition of “Non-GP provider”, insert the following definition—

““Pandemic Influenza (H1N1) Vaccination Directions 2009” means the Primary Medical Services (Directed Enhanced Services – Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No 6) Directions 2009;”.

PART 3

Payments to PMS contractors and APMS contractors in respect of Quality and Outcomes Framework Arrangements and the Childhood Immunisation Scheme

Adjustment of payment under PMS and APMS contracts in respect of the Quality and Outcomes Framework

14. Where, under a primary medical services contract between a PMS contractor or an APMS contractor and the Primary Care Trust, the PMS contractor or APMS contractor—

- (a) participates in the Quality and Outcomes Framework during the financial year 2009/2010 and the payment arrangements agreed in respect of such participation are identical to those set out in the SFE in respect of the Quality and Outcomes Framework, and
- (b) on or before 31st March 2010 enters into arrangements with the Primary Care Trust to participate in the Primary Care Trust's Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with these Directions,

the Primary Care Trust must apply the payment provisions under such contracts, in respect of such participation in the Quality and Outcomes Framework during the financial year 2009/2010, as though amended in accordance with the provisions set out in direction 11.

Adjustment of payment under PMS and APMS contracts in respect of the Childhood Immunisation Scheme

15. Where, under a primary medical services contract between a PMS contractor or an APMS contractor and the Primary Care Trust, the PMS contractor or APMS contractor—

- (a) participates in the Childhood Immunisation Scheme during the financial year 2009/2010 and the payment arrangements agreed in respect of such participation are identical to those set out in the SFE in respect of the Childhood Immunisation Scheme, and
- (b) on or before 31st December 2009 enters into arrangements with the Primary Care Trust to participate in the Primary Care Trust's Pandemic Influenza (H1N1) Vaccination Scheme established in accordance with these Directions,

the Primary Care Trust must apply the payment provisions under such contracts, in respect of such participation in the Childhood Immunisation Scheme during the financial year 2009/2010, as though amended in accordance with the provisions set out in direction 12.

Signed by authority of the Secretary of State for Health



Richard Armstrong
A member of the Senior Civil Service
Department of Health
29th October 2009

SCHEDULE

Direction 4

Clinical risk groups

People with chronic respiratory disease.

People with asthma that requires continuous or repeated use of inhaled or systemic steroids or with previous exacerbations requiring hospital admission.

People with chronic heart disease;

People with chronic renal disease;

People with chronic liver disease;

People with chronic neurological disease;

People with diabetes;

People who are immunosuppressed.