

SCHEDULE 3

Regulation 14

AGREEMENTS TO PROVIDE ADDITIONAL SERVICES

Additional services generally

1. The provider must—
 - (a) provide in relation to each additional service, such facilities and equipment as are necessary to enable the provider properly to perform that service;
 - (b) provide each additional service, within core hours, as is appropriate to meet the reasonable needs of its patients; and
 - (c) have in place arrangements for its patients to access each additional service throughout the core hours in case of emergency.

Cervical screening

- 2.—(1) A provider whose agreement includes the provision of cervical screening services must—
 - (a) provide all the services described in sub-paragraph (2); and
 - (b) make such records as are referred to in sub-paragraph (3).
- (2) The services referred to in sub-paragraph (1)(a) are—
 - (a) the provision of any necessary information and advice to assist women identified by the Health Board as recommended nationally for a cervical screening test in making an informed decision as to participation in the NHS Scotland Cervical Screening Programme;
 - (b) the performance of cervical screening tests on women who have agreed to participate in that Programme;
 - (c) arranging for women to be informed of the results of the test; and
 - (d) ensuring that test results are followed up appropriately.
- (3) The records referred to in sub-paragraph (1)(b) are 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

- 3.—(1) A provider whose agreement includes the provision of contraceptive services must make available to all its patients who request such services the services described in sub-paragraph (2).
- (2) The services referred to in sub-paragraph (1) are—
 - (a) the giving of advice about the full range of contraceptive methods;
 - (b) where appropriate, the medical examination of patients seeking such advice;
 - (c) 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);
 - (d) the giving of advice about emergency contraception and, where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the provider has a conscientious objection to emergency contraception, a prompt referral to another provider (by any arrangement) of primary medical services who does not have such conscientious objections;
 - (e) 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 provider has a conscientious objection to the termination of

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- pregnancy, a prompt referral to another provider (by any arrangement) of primary medical services who does not have such conscientious objections;
 - (f) the giving of initial advice about sexual health promotion and sexually transmitted infections; and
 - (g) the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.
- (3) An agreement which includes the provision of contraceptive services must provide that, for the purposes of paragraphs 11 to 14 of schedule 1, drugs includes contraceptive substances and appliances includes contraceptive appliances.

Vaccinations and immunisations

4.—(1) A provider whose agreement includes the provision of vaccinations and immunisations must comply with the requirements in sub-paragraphs (2) and (3).

(2) The provider must—

- (a) 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 is provided for in directions given under section 17M of the Act⁽¹⁾ other than influenza and pneumococcal vaccinations;
- (b) provide appropriate information and advice to patients about such vaccinations and immunisations;
- (c) record in the patient's record kept in accordance with paragraph 36 of schedule 1 any refusal of the offer referred to in sub-paragraph (2)(a);
- (d) where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with paragraph 36 of schedule 1—
 - (i) the patient's consent to the vaccination or immunisation or the name of the person who gave consent to the vaccination or immunisation and the person's relationship to the patient;
 - (ii) the batch numbers, expiry date and title of the vaccine;
 - (iii) the date of administration;
 - (iv) in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
 - (v) any contraindications to the vaccination or immunisation; and
 - (vi) any adverse reactions to the vaccination or immunisation.

(3) The provider must ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Childhood vaccinations and immunisations

5.—(1) A provider whose agreement includes the provision of childhood vaccinations and immunisations must comply with the requirements in sub-paragraphs (2) and (3).

(2) The provider must—

- (a) offer to provide to children all vaccinations and immunisations of a type and in the circumstances for which a fee is provided for in directions given under section 17M of the Act;

(1) Section 17M was inserted by section 4 of the Primary Medical Services (Scotland) Act 2004.

- (b) provide appropriate information and advice to patients and, where appropriate, their parents about such vaccinations and immunisations;
 - (c) record in the patient's record kept in accordance with paragraph 36 of schedule 1 any refusal of the offer referred to in sub-paragraph (2)(a);
 - (d) where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with paragraph 36 of schedule 1—
 - (i) the patient's consent to the vaccination or immunisation, or the name of the person who gave consent to the vaccination or immunisation and the person's relationship to the patient;
 - (ii) the batch numbers, expiry date and title of the vaccine;
 - (iii) the date of administration;
 - (iv) in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
 - (v) any contraindications to the vaccination or immunisation; and
 - (vi) any adverse reactions to the vaccination or immunisation.
- (3) The provider must ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Child health surveillance

6.—(1) A provider whose agreement includes the provision of child health surveillance services must, in respect of any child under the age of 5 for whom the provider has responsibility under the agreement—

- (a) provide all the services described in sub-paragraph (2), 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 5 years; and
 - (b) maintain such records as are specified in sub-paragraph (3).
- (2) The services referred to in sub-paragraph (1)(a) are—
- (a) the monitoring—
 - (i) by the consideration of any information concerning the child received by or on behalf of the provider; and
 - (ii) on any occasion when the child is examined or observed by or on behalf of the provider (whether pursuant to sub-paragraph (2)(b), or otherwise),
of the health, well-being and physical, mental and social development (all of which characteristics are referred to in this paragraph as “development”) of the child while under the age of 5 years with a view to detecting any deviations from normal development; and
 - (b) the examination of the child at a frequency that has been agreed with the Health Board in accordance with the nationally agreed evidence based programme set out in the fourth edition of “Health for all Children”(2).
- (3) The records mentioned in sub-paragraph (1)(b) are an accurate record of—
- (a) the development of the child while under the age of 5 years, compiled as soon as is reasonably practicable following the first examination of that child and, where appropriate, amended following each subsequent examination mentioned in that sub paragraph; and

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- (b) the responses (if any) to offers made to the child’s parent for the child to undergo any examination referred to in sub-paragraph (2)(b).

Maternity medical services

7.—(1) A provider whose agreement includes the provision of maternity medical services must provide—

- (a) to female patients who have been diagnosed as pregnant all necessary maternity medical services throughout the ante-natal period;
- (b) to female patients and their babies all necessary maternity medical services throughout the postnatal period other than neonatal checks;
- (c) all necessary maternity medical services to female patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the provider has a conscientious objection to the termination of pregnancy, prompt referral to another provider (by any arrangement) of primary medical services who does not have such conscientious objections.

(2) In this paragraph—

“ante-natal period” means the period from the start of the pregnancy to the onset of labour;

“maternity medical services” means—

- (a) in relation to female patients (other than babies) all primary medical services relating to pregnancy, excluding intra partum care; and
- (b) in relation to babies, any primary medical services necessary in their first 14 days of life; and

“postnatal period” means the period starting from the conclusion of delivery of the baby or the patient’s discharge from secondary care services, whichever is the later, and ending on the fourteenth day after birth.