

**DIRECTED ENHANCED SERVICE
for
VIOLENT PATIENT SCHEME (WEST) ~ PRINCIPAL PROVIDER**

Service Level Agreement

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INTRODUCTION

All practices are expected to provide essential services and those additional services they are contracted to provide to all their patients. They are also encouraged to provide the Directed, National and Local Enhanced services to the populations they serve. The specification for this service is designed to cover the enhanced aspects of clinical care of the patient, which is beyond the scope of essential services.

All Primary Care Organisations (PCOs) are expected to have access to a Directed Enhanced Service to cover support services to staff and the public in respect of the care and treatment of patients who are violent. That service may, if necessary or appropriate, be in another PCO area. The participation of a Provider in a Directed Enhanced Service must at all times be voluntary. PCOs should develop Directed Enhanced Services in close consultation with the Local Medical Committee (LMCs) or their equivalents.

The right of a practice to remove a violent patient has been extended to safeguard all those who might have reasonable fears for their safety, these include members of the practice's staff, other patients and any other bystander present where the act of violence is committed or the behaviour took place. Violence includes actual or threatened physical violence or verbal abuse leading to a fear for a person's safety.

Depending on the gravity of the incident, it would also be open to the PCO to explore with the original practice, the additional support that might be provided to enable it to retain the patient on its list.

SERVICE AIMS

This agreement is to cover the period commencing 1st April 2009 to 31st March 2010.

This DES is for the provision of general medical services. It allows for the enhancement of resources for the Principal Provider of the service and the provision of services to a specified standard. When patients have been subject to immediate removal from the practice list, the Principal Provider is presented with the additional difficulty of treating the patient in a way that minimises the risk of violence or disruption to GPs, practice and attached staff and other patients. Handling these problems can make the delivery of general medical services difficult and can restrict the patients access to wider facilities. These patients may also experience difficulties in securing registration with a practice without the help of the PCO. Additionally, such patients often have complex and wide-ranging health and social care needs.

The purpose of this DES for patients who have been subject to immediate removal from a practice's patient list, is to provide a stable environment for the patient to receive continuing health care, addressing any underlying causes of aggressive behavior and providing a safe environment for the individuals involved in delivering that treatment.

SERVICES TO BE PROVIDED

The Principal Provider will provide the Directed Enhanced Service for potentially violent patients in addition to normal General Medical Services.

The Principal Provider must ensure that -

- they accept all patients immediately removed from any general practitioner within the West locality of South Staffordshire following a violent incident.
- they provide a full clinical assessment including psychology and social needs
- at the assessment, provide information on the availability of GMS Services for the patient, and work with the patient to develop their understanding of NHS Health and Social Care systems and encourage appropriate use of services in the future.
- to work with other Primary Care Practitioners, Social Services and other agencies including the Mental Health Services to try and identify and treat any clinical and underlying causes of disruptive behaviour so as to prevent further deterioration.

This service will be provided at: -

The Primary Care Centre
Cannock Chase Hospital
Brunswick Road
Cannock

The Primary Care Centre will be available between: -

00:00 – 16:00 Monday to Friday
00:00 – 11:00 & 15:00 – 19:00 Saturday & Sunday

- that they have discussed with his/her colleagues, the obligations undertaken in this Agreement and they have agreed to him/her providing these services to the allocated patients.

The PCT will fund security personnel supplied via Security Network UK, Limited to attend any consultations involving potentially violent patients. Security Network UK Limited require at least one hours notice prior to attendance.

The parties agree that flexibility will be required particularly in relation to appointments needed for non Cannock residents; depending upon the urgency of the patient's clinical condition.

ALLOCATION OF PATIENTS

The Principal Provider agrees to accept any patient that is allocated to him/her under this Agreement who has been removed with immediate effect from any general practitioner's list within the west locality of South Staffordshire PCT (e.g. from former Cannock Chase PCT and South Western Staffordshire PCT) or reasons of an actual or threatened act of violence. The Principal Provider further agrees not to remove such a patient before the expiry of twelve months from the date of allocation, unless there is a recurrence of violence, which has required the intervention of the Police. The PCT and the Principal Provider will thereafter seek to agree future access to General Medical Services for such a patient.

At the end of the first twelve months, and thereafter, at annual intervals the PCT and the Principal Provider will consider the need for the continued provision of services to such patients under these provisions and whether it would be more appropriate for the patient to be provided services under the ordinary provisions (the Principal Provider will continue to provide services to such a patient under this DES until agreement is reached).

ABSENCE/COVER ARRANGEMENTS

The Supplementary Provider will provide cover in co-operation with the Principal Provider for periods of annual leave or other absence to ensure that there is sufficient General Practitioner cover for the proposed surgery sessions at the Primary Care Centre, Cannock Chase Hospital, Brunswick Road, Cannock. The Principal Provider will notify the Supplementary Provider of any proposed absence in advance of that absence and in the event of unavailability through illness as soon as practicable.

TRAINING

As a participant in the Scheme, the Principal Provider will be offered training or support. The training will be mandatory for the Principal Provider while he/she participates in the DES.

LIABILITY ISSUES

The Principal Provider is advised to discuss the details of this DES with the BMA, their defence organisation, and any insurers regarding the consequences of them providing services under this DES.

DISCIPLINARY PROCEDURE

Should an incident arise whereby either party feels that there has been a breach of the Agreement, the Local Medical Committee may be requested to consider the case and propose suitable action to address the issue raised.

Should the issue remain unresolved following this action, either party may then serve one months notice in order to terminate the Agreement

NOTICE PERIOD

The Notice Period for either party to terminate this Agreement will be 3 months, given in writing to the other party. However, if either party believes that the other is in breach of a term of this Agreement, they may give notice to the other party in writing terminating the Agreement in one month.

FINANCE DETAILS

This agreement is to cover a 12 month period commencing 1st April 2009.

The Principal Provider will receive payment under the Scheme at the rate of £4,133.28 per annum, a further fee of £82.67 per in-hour or £103.33 per out-of-hour for each patient consultation payments will be superannuable. The PCT will make Retainer payments to the Doctor, quarterly in advance to the Doctors' bank account, details of which have been supplied to the PCT. Payments in respect of patient consultations will be paid quarterly in arrears upon receipt of the monthly claim form. Pension arrangements for payments made under the DES will be comparable to those in respect of payments made under the Statement of Fees and Entitlements.

MANAGEMENT AND REPORTING ARRANGEMENTS

The Principal Provider should notify the appropriate locality Primary Care Manager, at South Staffordshire PCT, Beecroft Court, off Beecroft Road, Cannock, WS11 1JP, of any general concerns or issues relating to the DES.

REVIEW OF SCHEME AND ANNUAL REPORT

The Principal Provider will provide a brief annual report to the PCT on request in a format provided by the PCT.

STATUS

The parties agree that it is not their intention to create an employment relationship and the Principal Provider is not an employee of the PCT in respect of the services provided, pursuant to these arrangements.

SIGNATURE

The practice will need to sign a combined single signature sheet for all Enhanced Services provided. This will constitute the agreement between the practice and the PCT in respect of all Enhanced Service, as specified within each individual Service Level Agreement.