



Gateshead
Council

www.gateshead.gov.uk

Specification

**Gateshead Council Employee Seasonal Flu
Vaccination Service**

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1. Background

- 1.1. Frontline health and social care providers have a duty of care to protect their patients and service users from infection. Flu outbreaks can occur in health and social care settings with both staff and their patients/service users being affected.
- 1.2. Arrangements have been put in place for the NHS flu vaccination scheme for 2018/19 to include frontline health and social care staff working in registered social care settings or domiciliary care providers and who are directly involved in the care of vulnerable people.
- 1.3. The extension of the scheme is intended to complement, and not replace, any established occupational health schemes that employers have in place to offer the flu vaccine to their workforce.
- 1.4. Within Gateshead Council there are just over 1000 eligible front line employees located across the geographical area delivering care in a range of settings including (but not limited to) residential care, homecare, supported accommodated, children's homes and day centres.

2. Service Description

- 2.1. During the seasonal flu vaccination campaign period (1st October to 31st March) pharmacy Providers are to offer the flu vaccination Service to eligible Gateshead Council employees with direct client contact working in the Council's Care, Well-Being and Learning service (Service Users).
- 2.2. Eligible Service Users are defined as those who (1) present with a Gateshead Council ID badge, (2) work within specified departments, (3) who do not meet the NHS eligibility criteria for vaccination and (4) have no contraindications for vaccination.
- 2.3. Pharmacy Providers are to provide the flu vaccination from their own premises and will also have the option to provide off-site clinics in Gateshead at locations and times specified by the Council.
- 2.4. The flu vaccination Service is to be administered by pharmacies acting under a private Patient Group Direction (PGD) covering the delivery of flu vaccinations.

3. Aims

3.1. Aims of delivery of the Service:

- 3.1.1. To sustain and maximise uptake of flu vaccination amongst Gateshead Council eligible employees (Service Users) by providing convenient pharmacy based opportunities and off-site vaccination clinics.

4. Outcome and Outputs

4.1. Desired outcomes:

- 4.1.1. Protection of Service Users against seasonal flu infection;
- 4.1.2. Prevention of sickness absences of Service Users as a result of seasonal flu; and
- 4.1.3. Protection of vulnerable people from the health consequence of seasonal flu.

4.2. Desired outputs:

- 4.2.1. Increased uptake of seasonal flu vaccination amongst Service Users employed by Gateshead Council.

5. Delivery

5.1. Contract Term:

- 5.1.1. The Commencement Date of the Contract is 22 October 2018 up to and including 31 March 2019. There is no provision to extend the Term.

5.2. To deliver the Service, the Provider must:

- 5.2.1. Supply the Service User with a vaccine client information leaflet, prior to vaccination
- 5.2.2. Offer administration of influenza vaccination to eligible Service Users on presentation of a valid Gateshead Council ID badge and confirmation of employment within specified departments as listed in PharmOutcomes.
- 5.2.3. check eligibility under the NHS Seasonal Flu programme and where possible, administer the flu vaccine through the NHS programme rather than this Council scheme.
- 5.2.4. record any suspected adverse reaction to the Medicines & Healthcare Regulatory Agency (MHRA) using the Yellow Card reporting scheme at www.yellowcare.gov.uk.
- 5.2.5. Ensure vaccinations are administered under a private PGD (must already be in place with the Provider). The Provider must ensure all pharmacists involved in

delivery of vaccinations are competent to do so.

5.2.6. Ensure vaccinations are administered in a consultation room or dedicated space to allow Service User privacy.

5.2.7. Ensure all pharmacists involved in delivery of the Service must be aware of risks associated with handling and disposal of sharps. The Provider must have a needle stick procedure in place. Staff involved in the provision of this Service should be advised by the Provider that they should consider being vaccinated against Hepatitis B and be advised of the risks should they decided not to be vaccinated.

5.2.8. Ensure appropriate consent is obtained from Service Users and recorded prior to administration. This must be recorded on PharmOutcomes and must include confirmation of any exclusions or contraindications, information regarding vaccination and adverse effects.

5.2.9. Ensure vaccinations are delivered in line with national guidance and manufacturer's instructions, including;

Immunisation against infectious disease Chapters 2-9 and 19

<https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book>

5.2.10. Ensure vaccinations are recorded using the PharmOutcomes template that accompanies this Service. This includes the Gateshead Council ID card number, department in which the Service User works and the date the vaccination was administered. Other information (such as consent, batch number, expiry date, site of administration etc.) will be recordable and used for internal pharmacy purpose and GP notification but will not be required to be reported to the Council.

5.3. To deliver off-site flu vaccinations, the Provider must;

5.3.1. Confirm that they are able to provide the off-site clinics at the locations, dates and times specified by the Council.

5.3.2. Ensure that the setting is appropriate and all necessary equipment is brought with them to the site.

5.3.3. Have sufficient Professional Indemnity Insurance for off-site vaccinations to ensure that the risks of providing vaccinations away from the Provider premises are indemnified.

5.3.4. The vaccines should be stored according to the Providers cold chain protocols to ensure safe transport of vaccines.

5.3.5. Collect data to confirm the total number of vaccines administered and the number of vaccines administered under the Council scheme.

5.4. Service Standards:

5.4.1. The Service must be provided within the locality of Gateshead throughout the duration of the opening hours of the Provider.

5.4.2. The Provider must ensure the Service is accessible, appropriate and sensitive to the needs of all Service Users. No Service User shall be excluded or experience difficulty in accessing and effectively using this Service due to their race, gender, disability, sexual orientation, religion or belief, gender reassignment, marriage or

civil partnership status, or age.

5.4.3. The Provider must maintain appropriate clinical governance procedures, in particular, Providers shall have in place;

5.4.3.1. Appropriate standard operating procedures;

5.4.3.2. Appropriate induction, training and development for Staff;

5.4.3.3. An appropriate incident reporting system and compliance with the Gateshead Council's Safeguarding Adults from Abuse, Multi-Agency Policy and Procedures (Appendix 1);

5.4.3.4. A complaints procedure; and

5.4.3.5. Safeguarding procedures.

5.4.4. The Provider must ensure all vaccinations are stored in accordance with manufacturer's instructions and national guidance including Chapter 3 Immunisation against infectious diseases:

<https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book> Any breaches in vaccine cold chain must be reported to the vaccine manufacturer for advice.

5.5. Exclusion Criteria:

5.5.1. Service Users eligible for vaccination through the NHS seasonal flu vaccination scheme.

5.5.2. Those presenting without a valid Gateshead Council ID badge or working in a non-specified department (i.e. not listed in PharmOutcomes).

5.5.3. Service Users with any contraindications, as detailed within the Provider's private PGD.

6. Reports and Contract Management

6.1. The Provider must provide:

6.1.1. Gateshead Council ID card number and department of work on PharmOutcomes for each Service User receiving a vaccine under the Council scheme to ascertain uptake rates and disaggregate uptake to individual teams.

6.1.2. Date of vaccination administration

6.1.3. Activity reports from PharmOutcomes will be generated automatically at the end of each month and accessed by the Council.

6.1.4. The Provider will be required to undertake occasional audits that are sensible, reasonable and agreed in advance between the Council and the Provider.

7. Pricing

In consideration of the Provider delivering the Service, the Council will pay the Provider;

£10.00 per flu vaccination administered.
£50 for a 2 hour on-site vaccination clinic
£200 for a 6 hour on-site vaccination clinic

The Provider shall submit to the Council on a monthly basis all information as required in the Specification via PharmOutcomes.

It is the responsibility of the Provider to ensure that all data entered onto PharmOutcomes is accurate and up to date by the end of each month. Any delay in submitting data may result in a delay in payment.

The Council shall pay the Provider the price following verification of the online claims, within 30 days of the end of the month each claim is submitted.

The Price shall remain as set out in this Pricing section during the Contract Term.

Appendix 1 – Gateshead Council Safeguarding Adults – Multi-agency Policy and Procedure

The Policy and Procedure can be accessed via the following link:

[Gateshead Council Safeguarding Adults Multi-Agency Policy and Procedure](#)

APPENDIX 2 - DATA SHARING FOR EMPLOYEE SEASONAL FLU VACCINATION SERVICE

DEFINITIONS

Lawful Purpose for Sharing: The lawful purpose for sharing the Shared Personal Data under this agreement is the legitimate interest of the parties.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Permitted Recipients: The parties to this agreement, the employees of each party, and the PharmOutcomes system.

Shared Personal Data: the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) The Gateshead Council ID card number of the Service User;
- b) The specified department which the Service User works within Gateshead Council; and
- c) Date of service provision to Service User.

1. DATA PROTECTION

1.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes and shared via the PharmOutcomes system on an ad hoc basis.

1.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.3 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be

retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return and delete Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

1.5 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in 22 of the Terms and Conditions of this Contract.