

**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF SERVICES
FOR**

Community Pharmacy Seasonal Influenza Vaccination Programme

Between

**CHESHIRE WEST AND CHESTER BOROUGH COUNCIL
HQ
58 Nicholas Street
Chester
CH1 2NP**

And

Pharmacy Name

Address

1. DEFINITIONS

2. 1.1 'Conditions'- the terms stated in the Contract.
3. 1.2 'Contract'- The Contract shall mean the Conditions and the Purchase Order.
4. 1.3 'Price'- the price We will pay You for providing the Services as set out in the Purchase Order.
5. 1.4 'Goods' - Any goods to be supplied by You as required by the Contract and detailed in the Purchase Order.
6. 1.5 'Purchase Order' – the official order document supplied by Us setting out details of the Council's requirements and the Purchase Order shall be incorporated into the Contract.
7. 1.6 'Services' - Any such services to be provided by You, as required by the Contract, and detailed in the Purchase Order.
8. 1.7 'Us' or 'Our' or 'We'– Cheshire West and Chester Borough Council.
9. 1.8 'You' or 'Your' - The person, firm or company to whom the Purchase Order is addressed and who is responsible for

2. THE CONTRACT

- 2.1 These Conditions govern the Contract between Us and You. No other conditions will apply. The supply of Goods and / or supply of Services in response to the Purchase Order shall expressly and irrevocably mean that You have agreed to supply to Us the Goods and/or Services and that You accept these Conditions and agree that no other terms apply to the Contract.

3. THE PRICE AND PAYMENT

- 3.1 The Price of the Goods or Services is fixed on the Purchase Order.
- 3.2. No variation in Price will apply unless agreed in writing by Our authorised representative prior to delivery of Goods or completion of Services.
- 3.3. Payment for Goods received, or Services completed to Our satisfaction, will be made within 30 days of receipt of an itemised, correct, and undisputed VAT invoice.
- 3.4. Your invoice must quote the Purchase Order number and be addressed as set out on the Purchase Order.
- 3.5. We will not be responsible for delays in payment arising from failure to comply with these invoicing instructions.
- 3.6. We will usually pay by cheque or BACS and provide a remittance advice to inform You that payment has been made.
- 3.7. We will pay any VAT due.
- 3.8. Payment by Us will be without prejudice to any rights or remedies available to Us under the Contract, or otherwise.

3.9. We will be entitled to set off against any invoice any amount due from You to Us under this or any other arrangement.

3.10. We will consider and verify any invoices submitted by You in a timely fashion and any undue delay by Us in doing so will not be sufficient justification for failing to regard an invoice as valid and undisputed.

4. TIME

5.1 Time of delivery of the Goods and commencement and completion of the Services are of the essence of the Contract.

5. QUALITY OF GOODS

- 5.1. The Goods supplied under the Contract shall be to Our satisfaction and shall conform to the Purchase Order.
- 5.2. Specifically, the Goods shall:
 - 5.2.1. be fit for any purpose made known to You expressly or by implication; and
 - 5.2.2. be of satisfactory quality within the meaning of the Sales of Goods Act 1979; and
 - 5.2.3. free from defects in design, material and workmanship and remain so 12 months after delivery; and
 - 5.2.4. be entirely safe and conform to all relevant British and European standards and / or legislation; and
 - 5.2.5. be new and
 - 5.2.6. comply with any samples, patterns, drawings, plans, and specifications provided by Us or on behalf of Us.

6. QUALITY OF SERVICES

- 6.1. The Services supplied under the Contract shall be to Our satisfaction and conform to the Purchase Order.
- 6.2. Specifically in relation to the Services the following shall apply:
 - 6.2.1. the Services shall be performed with reasonable skill, care and diligence including industry best practice; and
 - 6.2.2. the Services should be performed in accordance with all applicable law and regulatory requirements and British and European standards.
 - 6.2.3. You shall ensure that sufficient resources are available to complete the Services successfully and to our satisfaction; and
 - 6.2.4. the Services shall be supplied by supervised, experienced, qualified, trained, and competent staff and
 - 6.2.5. We rely on Your skill, judgement, and experience.

7. INSPECTION, ACCEPTANCE AND REJECTION

- 7.1 We will inspect the Goods when they are delivered.
- 7.2. Provided that the Goods are of satisfactory quality in accordance with clause 5, We will accept the Goods upon payment of the invoice. Title and risk shall pass to Us on delivery of the Goods.
- 7.3. If the Goods are not of satisfactory quality in accordance with clause 5 then We can reject them and

You, at our request, shall supply replacement Goods. If We reject the Goods, we will give You written notice. You shall collect the Goods within 5 working days from receiving Our notice to collect the Goods. We will not make payment for rejected Goods or be responsible for costs incurred by You in removing rejected Goods and arranging for the supply of replacement Goods.

7.4. If You fail to comply with clause 7.3, We are entitled to treat the Contract as having been terminated pursuant to clause 12.1 below.

8. LABELLING AND PACKAGING

You must ensure that all prices, quantities, units of measure and the Purchase Order number are on all transaction documentation and comply in all respects with the Purchase Order. All Goods must be clearly labelled and adequately packed to survive transit without damage. We shall not be liable to pay for any pallets, packages or containers in which Goods are supplied.

9. INDEMNITY AND INSURANCE

9.1. You must indemnify Us against all losses, damage, injury or expense or loss of or damage to property or injury to or death of any person, however caused by:

9.1.1. the Goods not being fully in accordance with the Contract, or

9.1.2. any act by You, Your employees, agents, or sub-contractors.

9.2. You shall fully indemnify Us against any expenses, losses, liabilities, damages, claims or costs whatsoever howsoever arising from any alleged or actual infringement of any intellectual property rights including papers, trademarks, copyrights, intellectual or any of the rights arising from the Contract.

9.3. You must maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, losses, damages, claims whatsoever howsoever arising from the Contract including death or personal injury, loss of or damage to property or any other loss (the 'Required Insurances')

9.4. The Required Insurances referred to above are:

(a) Public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Contract.

(b) Employers' liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Contract.

(c) Professional Indemnity Insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Service provided that this insurance shall only be required where you have specifically been informed that

such insurance is required, and You shall produce evidence of such Required Insurances to Us on request.

9.5 We will not be liable for any loss, loss of profits, indirect loss or consequential loss whatsoever howsoever arising from the Contract.

10. PUBLICITY

You will not publish or reproduce or arrange press releases or make public statements in connection with the Contract or make use of Our name in any publicity without Our prior written approval.

11. FREEDOM OF INFORMATION

The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Acts") gives a general right of public access to all types of recorded information held by Us, subject to certain exemptions, and places a number of obligations on Us with regard to the disclosure of information. We will allow public access to recorded information wherever possible and You will agree to Us making disclosures in accordance with the Acts. If We ask You for information, you will provide the information requested within five working days at your own expense. You agree that We shall have the absolute discretion to decide whether to release information pursuant to this clause or whether to apply an exemption to the information and Our decision shall be final.

12. TERMINATION

12.1. We may immediately terminate the Contract by written notice to You if:

12.1.1. You are in breach of any of the Conditions of the Contract; or

12.1.2. You become, or appear to become, insolvent or bankrupt or in any other way unable to meet Your commitments under this or any other Contract; or

12.1.3. For whatever reason, you are bringing, or may bring, bad publicity or disrepute upon Us; or

12.1.4. We placed the Purchase Order in error and if We inform you within seven days of the date on the Purchase Order.

13. DISPUTES AND AGREEMENTS

13.1. We shall try to resolve all disputes arising in connection with the Contract amicably. If this cannot be achieved within a reasonable period of time and not less than 10 working days from the date of the dispute arising, we shall each refer the dispute to senior members of staff.

13.2. If We cannot resolve the dispute within one month either party may exercise any remedy it may have pursuant to the Contract or statute or common law.

14. MODERN SLAVERY

14.1 You warrant that neither you nor any of your officers or employees:

(a) have been convicted of any offence involving slavery or human trafficking; or

(b) have, to the best of your knowledge, been the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.

14.2. You shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this you shall:

(a) implement due diligence procedures for your sub-contractors.

(b) require all sub-contractors to warrant that, neither the sub-contractors nor any of the sub-contractor officers or employees:

(i) have been convicted of any offence involving slavery or human trafficking; or

(ii) have, to the best of the sub-contractor's knowledge, been the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and

(c) require all sub-contractors to include provisions having the same effect as this clause in all subcontracts (at any stage) of remoteness in the supply chain) relating to the contract.

15. GENERAL TERMS

You will not give or offer to any of Our staff, employees or agents, any gift, bribe, or inducement in relation to this or any other Contract between Us or engage in any activity which is or is likely to be an offence under the Bribery Act 2010.

15.2. All notices and communications will be made in writing by post or by email to the addresses on the Purchase Order. Notice sent by post will be deemed to have reached the party to whom it is addressed on the second business day following date of sending. Notice sent by email shall be deemed delivered on the same day if sent before 5pm on a business day otherwise notice will be deemed delivered on the next business day.

15.3. The headings to Conditions shall not affect their interpretation.

15.4. The Contract shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the courts of England and Wales.

15.5. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Conditions or the Contract.

15.6. Neither You nor We will be in breach of the Contract for delay in performing, or failure to perform, any obligations under the Contract if such delay or failure results from events, circumstances, or causes beyond either Your or Our reasonable control. In such

circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non - performance continues for four (4) weeks the party affected may terminate the Contract by giving 14 days' written notice to the other.

15.7. Neither You nor We will assign, transfer or sub - contract the Contract without the prior written consent of the other such consent not to be unreasonably withheld.

15.8. You and We agree not to disclose to any third party any confidential information concerning the affairs, business, customers, clients, suppliers, know how, designs, trade secrets or any information belonging to or supplied by one of us to the other which would be regarded as confidential by a reasonable business person relating to the Contract except where that confidential information is generally available to the public (other than as a result of disclosure in breach of this clause 15.8) or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.9. Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

16. DATA PROTECTION

16.1 You shall (and You shall procure that any of Your employees or agents or contractors or sub-contractors providing the Services or supplying the Goods under the Contract) comply with Our data protection requirements found in Appendix A.

17. SERVICE SPECIFICATION

The Service Specification is found in Schedule 2:

18 CONTRACT PERIOD

18.1 The Contract period for the provision of Services shall commence on 1 April 2021 up to and including 31 March 2022

18.2 A Purchase Order will be allocated for invoicing in April 2021 by Cheshire West and Chester Council.

19. CONTRACT PARTICULARS

19.1 Contract Particulars can be found at Schedule 3.

19.2 Signatory confirms acceptance to the Conditions of Contract and the Service Specification.

19.3 Returning address is found with the contract particulars

Schedule 1

	Personal Data of which the Council is Data Controller	Personal Data of which the Contractor or a Subcontractor is Data Controller
Data Processor:	Contractor	Council
Categories of Data Subject:	Residents	Staff of the Contractor and any Subcontractors providing the Works.
Subject matter of Processing (including types of Personal Data that may be Processed):	Personal Data concerning Residents including names, addresses and contact details, Property access requirements and special requirements or vulnerabilities.	Personal Data comprising employment records of Staff of the Contractor or a Subcontractor
Nature and purpose of Processing:	Interrogation of the Personal Data for the purpose of carrying out the Works, including arranging appointments and access, ensuring the safety of both Residents and Staff carrying out the Works, monitoring Resident satisfaction and correcting any Personal Data found to be incorrect whilst carrying out the Works.	Disclosure of Personal Data concerning Staff to the Council: <ul style="list-style-type: none"> • to identify which Staff are undertaking the Works and monitor and manage their performance of the Contract; and • to prospective tenderers in connection with a potential TUPE transfer to the successful tenderer on completion of the Contract to ensure they understand their TUPE obligations and have priced for them.
Duration of Processing:	During the Contract Period and for 20 (twenty) Working Days after its end (within which it is to be returned or destroyed)	During the Contract Period and up to 4 (four) months after its end (whilst overseeing a TUPE transfer).

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SCHEDULE 2

**Community Pharmacy Seasonal Influenza Vaccination Programme
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OFFICIAL

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Appendix 1 Application to provide community pharmacy influenza vaccination service.

Appendix 2 Additional criteria for Providers offering off-site vaccination.

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1.0 Overview

Cheshire West and Chester Council is commissioning community pharmacies to offer seasonal influenza vaccination to Council employees. These will be listed on a dropdown menu on the data management system hosted by PharmOutcomes, used to record vaccinations. Staff members will access the scheme by presenting their Council identification or proof of employment to the Pharmacist recording this on PharmOutcomes.

To increase accessibility to flu vaccination, Cheshire West and Chester Council have a mutual agreement with Cheshire East Council to include pharmacies from each other's geography. This means Cheshire West and Chester Council staff can receive a free flu vaccine in a Cheshire East pharmacy and vice versa.

This specification sets out the arrangements for frontline delivery, the expected service and quality indicators, and the standards associated with the programme.

The term "Service" is used throughout this document to refer to all the services required by the specification. The requirements apply across all the service provision encompassed in this specification.

2.0 Vision

Our vision is to reduce morbidity and mortality from influenza by maximising the uptake of influenza vaccinations by staff. This particularly includes by vaccinating those working with vulnerable residents.

Vaccination is not compulsory, it is a responsible way of protecting a persons' own health as well as that of their family, people they work with and the community. By offering this contract to all community pharmacies, our vision is to improve local access to quality assured influenza immunisation services.

2.1 Aims and objectives.

The aim of the Community Pharmacy influenza vaccination programme is to protect staff and the members of the public they work with, from ill-health as a result of developing influenza.

This will be achieved by delivering an evidence-based influenza vaccination programme that:

- is safe, effective and of a high quality.
- is delivered and supported by suitably trained, competent healthcare professionals who participate in recognised on-going training and development in line with national standards.
- delivers, manages, and stores vaccine in accordance with national guidance.
- is supported by a regular and accurate data collection using the appropriate returns.

2.2 Outcomes

In the context of health outcomes, the influenza vaccination programme aims to:

- protect the health of employees who work directly with people in a clinical risk group.
- protect those who are most at risk of serious infection or death should they develop influenza.
- reduce the transmission of infection.
- achieve high coverage across eligible staff.
- increase the number and location of sites providing influenza immunisation.
- minimise adverse physical / psychological / clinical aspects of immunisation (e.g., anxiety, adverse reactions)

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3.0 Evidence base

3.1 National context

Immunisation against infectious disease (known as 'The Green Book'), a document issued by the UK Health Security Agency provides guidance and the main evidence base for all immunisation programmes. This service specification must be read in conjunction with The Green Book, Director of Immunisation letters, any official correspondence issued by the Department of Health and the UK Health Security Agency, and any guidance issued by the Joint Committee on Vaccination and Immunisation (JCVI).

This service specification will be reviewed and amended in line with any new recommendations or guidance.

4.0 Service description

4.1 Local service delivery

The programme will operate from 3rd October 2024 to 31st March 2025 and will be offered to all community pharmacies within Cheshire East Borough Council and Cheshire West and Chester Council areas.

4.2 Target population

The vaccination programme is specifically for employees of Cheshire West and Chester Council who are not eligible under the NHS flu vaccination scheme. It is particularly useful for those working directly with people in the Borough who are within those clinical risk groups that are vulnerable to the effects of flu illness.

The service will operate through all eligible staff accessing the service by way of presentation of their Council Identification (ID) Badge, or suitable letter of eligibility. Pharmacies providing the service must ask for the member of staff for their Council proof of identification. Pharmacies must record the employees' details (including where available) their personal identification number on the data management system (PharmOutcomes).

4.3 Vaccine schedule

It will be the Providers responsibility to:

- order appropriate supplies of vaccination from approved suppliers in accordance with a private Patient Group Direction (PGD). Please note that Pharmacy contractors cannot use the NHS PGD for this service.
- ensure sufficient appointments are available for individuals to receive vaccinations.
- ensure that the amount claimed per vaccination equates to the national charge of £9.58 for administering the NHS seasonal flu vaccination service, plus the drug tariff fee based on NHS fees and as agreed in consultation with the Local Pharmaceutical Committee – (Community Pharmacy Cheshire and Wirral). This amount includes a contribution in recognition of expenses incurred by community pharmacies in providing this service. These include training and disposal of clinical waste.

4.4 Requirements prior to immunisation

The Provider must:

- designate a senior member of staff within the pharmacy to have overall responsibility for the service.

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- identify staff time, including responsibility and accountability, to deliver the service.
- ensure all staff are legally able to supply and / or administer the vaccine by working under the PGD.
- provide proof of professional indemnity insurance
- have a standard operating procedure in place for the administration of influenza vaccination service.

4.5 COVID-19

Pharmacists should ensure that they follow the most up to date procedures for delivering the service in a Covid secure manner by following the PPE advice found at:

www.england.nhs.uk/coronavirus/secondary-care/infection-control/ and carrying out the service in line with the training and premises requirements as set out in the Community Pharmacy seasonal influenza vaccination advanced service specification for 2024/25.

4.6 Education, training, and support

The Provider will ensure that any pharmacist who is involved in administering the vaccine has the required competencies and:

- completed relevant training in the provision and administration of the vaccine or participated in update training in the provision and administration of the vaccine within the last 12 months.
- completed training with regard to the recognition and initial treatment of anaphylaxis and CPR or participated in update training with regard to the recognition and initial treatment of anaphylaxis and CPR within the last 12 months.
- regular training and development, taking into account national standards, is routinely available.
- pharmacists involved in the delivery of this service should be offered immunisation for Hepatitis B by their employer.

Pharmacists should ensure that they have also read the following chapters in the Greenbook:

- Chapter 5 - Immunisation by nurses and other health professionals

www.gov.uk/government/publications/immunisation-by-nurses-and-other-health-professionals-the-green-book-chapter-5 (March 2013)

- Chapter 8 - Vaccine safety and adverse effects following immunisation.

www.gov.uk/government/publications/vaccine-safety-and-adverse-events-following-immunisation-the-green-book-chapter-8 (March 2013)

- Chapter 19 - Influenza

www.gov.uk/government/publications/influenza-the-green-book-chapter-19 (November 2023)

Please note that the links to the above documents have been provided for convenience, however, may be updated during the season.

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All support staff shall be fully informed and suitably trained in relation to their involvement in the service which may include the provision of any part of the service provided on behalf of an accredited pharmacist, provided that they are competent, and it is legal for them to do so.

For the purpose of this agreement, staff shall include any person or persons employed or engaged by the Provider, to provide any part of the service.

4.7 Vaccine storage

Effective management of vaccines is essential to ensure patient safety and reduce vaccine wastage. The Provider will ensure that it adheres to the UK Health Security Agency's Green Book on the storage, distribution, and disposal of vaccines, including:

- ensure all vaccines are delivered to an appointed place.
- ensure that at least one named individual is responsible for the receipt and safe storage of vaccines in each pharmacy.
- ensure that an approved vaccine refrigerator is available for the storage of all vaccines.
- store all vaccines in accordance with the manufacturer's instructions.
- ensure effective cold chain and administration protocols in place to reduce vaccine wastage to a minimum.
- provide refrigerators in which vaccines are stored with a thermometer and ensure that readings are taken and recorded on all working days.
- ensure there is a process in place to take remedial action if refrigerator readings are outside of the expected range.
- report any cold chain failures to the Commissioner.

4.8 Administration of vaccine

The Provider will ensure that the vaccine is administered in accordance with the following process in addition to the directions for influenza vaccination issued as part of the PGD:

Eligible staff present at pharmacy for influenza vaccine.

Step 1 - Check eligibility for funded vaccine

Confirm that staff presenting for an influenza vaccine:

1. Provide and present their Council Identification badge or letter of employment
2. Confirm their date of birth.

Step 2 - Clinical assessment for suitability

As set out within the PGD and supporting paperwork, determine that the member of staff meets the inclusion criteria.

Pharmacists are reminded that they cannot delegate responsibility for any element of the PGD and must personally carry out the full consultation, administration and complete the required PGD records.

Step 3 - Administer the vaccine.

Administer the vaccination as set out within the PGD and supporting paperwork.

Step 4 - Complete the consultation.

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The PGD will specify what action to take following a vaccination including the observations required post vaccination.

Step 5 - Record the administration.

Complete the paperwork and records required by the PGD.

Record the activity on the data management system (PharmOutcomes) in the relevant area for Cheshire West and Chester Council employees.

4.9 Record keeping and reporting requirements.

The Provider must complete and return to Cheshire West and Chester Council the application to provide Community Pharmacy Influenza Vaccination service held in Appendix 1.

Upon assessment of application, Providers will be set up as authorised users of the data management system (PharmOutcomes).

The Provider shall supply Cheshire West and Chester Council with such information as it may reasonably request for the purpose of monitoring performance of its obligations under the plan.

The Provider will need internet access to record the details of vaccination on the data management system (PharmOutcomes). The Provider will maintain an accurate record of vaccinations administered. Any information containing personal data must be held in accordance with Data Protection legislation.

Employees who present at a pharmacy that are eligible for an NHS England funded influenza vaccination for example, because they are aged 65 and over, or have a long-term health condition, should either be vaccinated under the NHS England community pharmacy vaccination scheme if the pharmacy is contracted to deliver this service, or be referred to their GP practice for vaccination. In these circumstances, please record as far as is practically possible on the Cheshire West and Chester Council element of PharmOutcomes that the employee has attended for vaccination prior to recording the details of vaccine administered on the NHSE element of PharmOutcomes.

The data management system (PharmOutcomes) will produce an invoice at the end of each month; therefore, pharmacies will not need to invoice the Council. Providers must ensure that each Cheshire West and Chester Council identification number is recorded on PharmOutcomes.

As part of the mutual agreement with Cheshire East Council to include pharmacies from each other's geography – end of period costs for:

Cheshire West and Chester Council Staff receiving their vaccine in a Cheshire East pharmacy; and Cheshire East Council Staff receiving their vaccine in a Cheshire West and Chester pharmacy will be remunerated via a cross-charging exercise on/by 31st March 2025, as agreed by both Local Authorities.

Pharmacies must ensure that the cost does not exceed the combined combination of the vaccination administration fee and the drug tariff fee (see section 4.3). The service is a professional service which includes administration of a vaccine and is therefore zero rated for VAT purposes. The cost per vaccine has been agreed in consultation with the Local Pharmaceutical Committee - Community Pharmacy Cheshire and Wirral.

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The service will end on 31st March 2025. Vaccines must not be administered after this date, even if a member of staff presents who would be eligible.

4.10 Premises and equipment

The Provider must demonstrate:

- private facilities are available from which to administer the flu vaccination. This area must ensure the dignity and privacy of the patient is maintained.
- there is sufficient space within the private facilities in which to:
 - administer vaccination in accordance with accepted standards of safe immunisation practice; and
 - administer first aid - for example, to manoeuvre patients into the recovery position safely.
- stocks of adrenaline are held on site.
- there is access to a suitable area, which may be used for other general purposes within the pharmacy, where patients can sit comfortably for at least 15 minutes after being vaccinated should they wish to do so.

Off-site vaccination/Outreach

Vaccinations will usually be carried out on the pharmacy premises in the consultation room. However, in order to maximise take up of vaccinations by staff, the Council may also choose to arrange outreach clinics at other locations in the community. This would involve a pharmacy providing vaccinations at a designated time and date. It may also involve a pharmacy making arrangements for an appropriate venue for this work. Interest in conducting outreach can be indicated by a Pharmacy in their initial application for this contract (Appendix 1).

In these circumstances, payment would work on the basis as in 4.3. However, the Council may guarantee a minimum figure for the total number of staff who would be vaccinated in order to share risk with the contracted pharmacy. Furthermore, the Council also reserves the right to pay a further 'top-up' amount in addition to this for costs incurred by the pharmacy in this work. This would relate to costs incurred in arranging premises/ staffing and administration.

The Council will follow procurement regulations and its constitution when identifying a pharmacy to conduct this work. This means that it may approach a pharmacy directly if the amount of work required is less than £10K.

The Provider must ensure that any vaccinations administered off-site are undertaken in an appropriate consultation room, meeting requirements for confidentiality and appropriate infection control measures including accessible hand washing facilities are in place. See Appendix 2 for further information.

4.11 Clinical waste and disposal of sharps

The Provider shall ensure:

- a clinical waste contract is in place for the safe disposal of sharps and clinical waste.
- staff are made aware of the risks associated with the handling of clinical waste and the correct procedures to minimise those risks.
- a needle stick injury procedure is in place.

4.12 Infection prevention and control

The Provider will ensure appropriate standards for the prevention and control of infection are in place. This will include:

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- providing a clean, safe environment and appropriate hand washing facilities
- agreeing to undertake infection prevention audits when required.
- ensuring staff undertake infection prevention and control training.
- ensuring all clinical procedures are carried out in accordance with local and national guidance.
- ensuring decontamination of equipment/medical devices is undertaken in accordance with local and national guidance.

5.0 Principles of service delivery

The service will be based on the following principles and values:

- easily accessible to all service users
- responds flexibly to an individual's needs and circumstances.
- responds positively to the cultural, religious, ethnic, language, gender, sexual, disability and age-related needs of an individual.
- works within clinical governance and Caldicott guidelines, ensuring that confidentiality is assured and maintained at all times; and
- that there is a single system of clinical governance in place with clear and robust accountability

5.1 Geographic coverage / boundaries

This contract is being offered to all community pharmacies within the Cheshire West and Chester Council area.

5.2 Hours of operation

The Provider will offer the vaccination service within normal pharmacy operating hours.

6.0 Quality and Clinical Governance Standards

The Provider will ensure that patients receive a quality service whilst in their charge, ensuring the following quality standards are in place:

- ensure adherence to best practice, and commitment to continually improving the service.
- meet all clinical standards, legislative guidance and local procedures as required.
- meet all applicable statutory reporting requirements. The Provider will provide evidence of compliance to the Council as / when requested to do so.
- ensure that appropriate risk management and incident reporting procedures are in place.
- ensure appropriate systems are in place to report Serious Untoward Incidents (SUI's) to the Commissioner
- ensure all clinical procedures are carried out in accordance with local and national guidance.

In addition, the Provider will have a sound governance framework in place covering the following:

- clinical governance
- information governance including records management, information security and confidentiality.
- equality and diversity
- human rights
- safeguarding
- service user complaints
- failsafe procedures

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- communications
- ongoing risk management
- health and safety
- insurance and liability
- medicines management

7.0 Service review

This service specification is for the financial year 2024/25 and will cease on 31st March 2025. Contracts will be awarded from October 2024 and will be valid to the end of March 2025 (subject to performance)

8.0 Exit and Suspension arrangement

Exit Arrangements

Either party can provide 2 weeks' notice to exit the scheme. Before issuing an exit notice, the parties will meet to discuss the reason for termination.

If after this meeting the reason for termination is not resolved, then the relevant party will issue an exit notice.

Suspension

The scheme will be suspended if at any time the Provider is unable to provide services in line with the eligibility criteria.

Before any suspension the Provider and the Commissioner will discuss the reason for the suspension, identifying any possible resolution.

If the matter is not resolved, the Commissioner will issue a suspension notice to the Provider within 7 days.

If for any reason, service provision or patient safety is compromised in any way, the contract will be suspended pending the outcome of a full and transparent investigation, following which the agreement will either terminate or be reinstated.

Variation

The service may be varied if the Provider and Commissioner agree this in writing.

**Community Pharmacy Seasonal Influenza Vaccination
Programme Winter 2024/25 Service Specification
Cheshire West and Chester Council**

Appendix 1 - Application to provide Community Pharmacy Influenza Vaccination service to eligible Cheshire West and Chester Council employees and other organisations authorised by Cheshire West and Chester Council to use the service.

CONTACT DETAILS	
Name of organisation	
Trading as (name of pharmacy)	
Address of pharmacy (Where vaccination service will be provided)	
Postcode	
Name of person with overall responsibility for the service	
Telephone Number	
Email address	
ASSURANCE ARRANGEMENTS	
Person(s) trained in accordance with national standards to administer influenza vaccination	
GPhC number(s) of Pharmacist(s) administering vaccine	
Date attended most recent training	
Was this initial / refresher training?	
Details of Patient Group Direction that you will be working under (Please note that you cannot use the NHS PGD for this service)	
I have enclosed proof of insurance (public liability, employers' liability, and medical indemnity insurance)	Yes <input type="checkbox"/> No <input type="checkbox"/>
I have checked with my insurance provider that I am covered to provide off-site vaccination (if applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>
I have a standard operating procedure in place for the administration of the influenza immunisation service	Yes <input type="checkbox"/> No <input type="checkbox"/>
PAYMENT DETAILS	

**Community Pharmacy Seasonal Influenza Vaccination
Programme Winter 2024/25 Service Specification
Cheshire West and Chester Council**

Please note - Payment will be made to your local pharmacy unless otherwise indicated	
Invoices will be generated via PharmOutcomes therefore you do not need to generate your own invoice.	
<p>If you are part of a group / chain and wish for payment to be made centrally through your head office, please provide:</p> <ul style="list-style-type: none"> • Name of organisation • Head office address • Postcode <p>(NB if this is not listed on the Council's approved supplier list you will be asked for further information)</p>	

Please note: If you wish to participate in the 2024/2025 Community Pharmacy Seasonal Influenza Vaccination Programme this form **MUST** be completed and returned.

Signed.....

Position / Role.....

Date.....

Please return this form (Appendix 1) with proof of insurances electronically to:
lucie.george@cheshirewestandchester.gov.uk.

Appendix 2 - Additional criteria for Providers offering off-site vaccination:

Preparation and set up.

Please follow the principles as set out on the in the service specification and PGD.

Providers must notify their insurance provider that out of premises vaccinations will be provided to ensure that risks of providing vaccinations away from the pharmacy premises are indemnified.

Prior to the visit, pharmacists opting in to offer this service should contact the setting (details will be provided by the Commissioner) to organise a mutually convenient time for the administration of the vaccines.

Providers should consider being accompanied by a trained pharmacy support staff member during visits. The primary role of the support staff member is to assist in the event of an emergency, but they could also be responsible for general administrative tasks such as completing consent forms, reviewing vaccination suitability, completion of documents and overseeing the waiting area, as well as being available as a chaperone if required.

Providers should ensure that they have ordered and take sufficient consumables, as well as anaphylaxis kits, to the setting.

Cold Chain

Providers must ensure that the cold chain storage of the vaccines must be maintained at all times. This includes:

- Check the packaging for any tampering or damage and confirm the vaccines have been appropriately stored and the cold chain has been maintained in accordance with vaccine manufacturer instructions (this is usually +2°C to +8°C).
- Check the expiry date and ensure vaccines are not used beyond the expiry date shown on the product.
- On the mutually agreed date of offsite administration, vaccines should be collected from the drug fridge and transferred to an appropriate validated cool box (as supplied by a medical company) immediately prior to transportation.
- Vaccines should be transported to the care setting in a validated cool box with the appropriate insulation to keep the temperature between +2°C to +8°C.
- The vaccines should be kept in their packaging and insulated (for example using bubble wrap) from the cooling system to avoid the risk of freezing.
- Any unused vaccines should be returned to the pharmacy fridge within 8 hours of first removal.
- It is the pharmacist's responsibility to ensure the vaccines are stored between +2°C to +8°C at all times.

Consultation room

Providers must ensure that vaccinations administered off-site are undertaken in an appropriate consultation room, meeting requirements for confidentiality.

Infection Control Measures

Providers must ensure that appropriate infection control measures in particular accessible hand washing facilities are in place.

Waste Arrangements

Providers must ensure that they meet the requirements of The Waste (England and Wales) (Amendment) Regulations 2012 in terms of transferring pharmaceutical waste from the site of vaccination back to the pharmacy premises for subsequent safe disposal.

SCHEDULE 3

CHESTER WEST AND CHESTER BOROUGH COUNCIL

**STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF
SERVICES**

CONTRACT PARTICULARS

Contract Title	Community Pharmacy Seasonal Influenza Vaccination Programme
Council	Cheshire West and Chester Council
Contractor (To be completed by the contractor)	
Commencement Date	04 October 2024
Contract Period	Ending 31 March 2025
To be called off by Order	YES
Services/Goods/Works	SERVICES
Specification / Description	See Schedule 2 of the Conditions of Contract
Address for Notice (To be completed by Contractor)	
Price	Payment By Result – as outlined within the Service Specification (Schedule 2)
Delivery Instructions	To work in conjunction with the service specification and the conditions of contracts

Councils Authorised Officers		
Name	Position	Contact Details
Lucie George	Public Health Programme Lead	Mobile: 07919 303850 Email: Lucie.George@cheshirewestandchester.gov.uk

Pharmacy Contract Manager	
Name	Contact Details

Insurance
Insurance Type: All contractors should hold valid Professional Indemnity, Public Liability and Medical Malpractice Indemnity, or equivalent,

**CHESHIRE WEST AND CHESTER BOROUGH COUNCIL STANDARD
CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND
SERVICES FOR A VALUE OF £25,000 OR UNDER***



SIGNED BY _____ **DATE** _____

Duly authorised to sign for and behalf of

(Pharmacy Name) _____

(Name of Signatory) _____

SIGNED BY CHESHIRE WEST AND CHESTER COUNCIL

Authorised Signatory of the Council _____ DATE _____

Authorised Signatory of the Council _____ DATE _____

Returning Address:

Public Health Team,
Cheshire West and Chester Council,
The Portal, Ellesmere Port,
CH65 0BA

Or

lucie.george@cheshirewestandchester.gov.uk

Appendix A

GDPR

Data Controller: has the meaning given under Data Protection Law.

Data Processor: has the meaning given under Data Protection Law.

Data Protection Law: all Law relating to the processing of personal data and privacy, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales.

Data Subject: has the meaning given under Data Protection Law.

Personal Data: personal data, as defined under Data Protection Law, concerning either residents or employees or workers of the Contractor or any Subcontractor and which is obtained or processed in connection with the Works or this Contract.

Personal Data Breach any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law).

Processing: has the meaning given under Data Protection Law and "**Process**" and "**Processed**" shall be construed accordingly.

Protective Measures: appropriate (having regard to nature of the Personal Data to be protected, the harm that might result from a Personal Data Breach, the state of technological development and the cost of implementation) technical and organisational measures including (where applicable):

- pseudonymising and encrypting Personal Data.
- ensuring the confidentiality, integrity, availability and resilience of systems and services.
- ensuring that the availability of and access to Personal Data can be restored promptly after an incident; and
- regularly assessing and evaluating the effectiveness of such measures.

1. DATA PROTECTION

1.1 Each Party shall comply with Data Protection Law in connection with this Contract and shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Contract.

1.2 Depending on the factual situation, the Council and the Contractor may each act as either Data Controller or Data Processor in relation to Personal Data under this Contract. The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in Schedule 1

1.3 Where either Party Processes Personal Data of which the other Party is the Data Controller the Processing Party shall:

- (a) do so only on written instructions from the Data Controller (the first such instructions being those set out in this Contract) as revised by the Data Controller from time to time (where applicable) in accordance with clause 1.5.
- (b) notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe Data Protection Law.
- (c) maintain appropriate Protective Measures to protect against a Personal Data Breach.
- (d) ensure that all persons the Data Processor authorises to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- (e) provide the Data Controller with full assistance in complying with Data Protection Law and enabling Data Subjects to exercise their rights under Data Protection Law including maintaining appropriate organisational and technical measures to facilitate this.
- (f) notify the Data Controller promptly following any Personal Data Breach and provide the Data Controller with such assistance as the Data Controller requests including with any notifications to the Information Commissioner's Office and affected Data Subjects.
- (g) not transfer Personal Data outside of the EU without the prior written consent of the Data Controller.
- (h) on request, provide the Data Controller promptly with all information that the Data Controller needs to show that both the Data Controller and Data Processor have complied with Data Protection Law in relation to this Contract; and
- (j) at the written direction of the Data Controller, delete or return all Personal Data (and copies) to the Data Controller on following termination of this Contract unless the Data Processor is required by Law to retain it.

1.4 A Party that is a Data Controller may inspect and audit the other Party's facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this Contract and Data Protection Law.

1.5 A Party that is a Data Controller may revise their instructions to the Data Processor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle either Party to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. The Data Controller shall use reasonable endeavours to give the Data Processor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.

1.6 The Contractor shall not allow a Subcontractor to Process any Personal Data of which the Council is Data Controller without the prior written consent of the Council. Where the Contractor wishes a Subcontractor to be able to do so, the Contractor shall provide the Council with such evidence as the Council requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Contractor's obligations under this Contract and under Data Protection Law in relation to that Personal Data. [The appointment of a Subcontractor shall not relieve the Contractor from any of its obligations under this Contract and the Contractor shall be liable to the Council for the performance of the Subcontractor's obligations in relation to Personal Data under this Contract].

1.7 Where the Council allows a Subcontractor to Process Personal Data in accordance with clause 1.6, the Contractor shall:

- .1 include provisions substantially the same as those in this clause 1.7 in the subcontract with that Subcontractor; and

2 provide in the subcontract that the Council may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.