

Private & Confidential

Subject to Contract

Date Signed : _____

Pharmacy Contractor [Insert Name] _____ (1)

-AND-

Pharmacy Services North East Limited (2)

**VARIATION AGREEMENT TO AGREEMENT
FOR THE SUPPLY OF THINK PHARMACY
FIRST, SPECIALIST DRUGS, SHARPEND, AND
MAR CHART SERVICES**

THIS VARIATION AGREEMENT is made **BETWEEN:**

- (1) **[Insert pharmacy name]** ;(**"The Pharmacy Contractor"**) and
- (2) **Pharmacy Services North East Limited**, registered in England number 09764592 whose registered office is at Azure Business Centre, High Street, Newburn, Newcastle upon Tyne, NE15 8LN (**"the Commissioner"**)

each a 'Party' and together the 'Parties'

BACKGROUND

- (A) The Pharmacy Contractor and the Commissioner entered into an Agreement 1st September 2016 (*as defined below*) for the provision of Think Pharmacy First, Specialist Drugs, SharpEnd and Mar Chart services for all eligible patients in Northumberland, North Tyneside, Newcastle, Gateshead and South Tyneside.
- (B) The Parties now wish to vary the arrangements between them by way of a variation to the terms of the Agreement as set out in this Variation Agreement.

THE PARTIES AGREE as follows:

1 Definitions & Interpretation

1.1 In this Variation Agreement:

"Agreement" means the original agreement under which The Contractor provided Think Pharmacy First, Drugs, SharpEnd and Mar Chart services for all eligible patients in Northumberland, North Tyneside, Newcastle, Gateshead and South Tyneside.

"Effective Date" means 1st October 2020.

1.2 All terms defined in the Agreement shall have the same meaning in this Variation Agreement.

2 Commencement

2.1 This Variation Agreement shall come into force on the Effective Date.

2.2 Save as varied by this Variation Agreement, the provisions of the Agreement shall remain in full force and effect. In the event that there is any conflict between the provisions of the Agreement and this Variation Agreement, the provisions of this Variation Agreement shall prevail.

2.3 All references to Clauses or Schedules are to clauses of or schedules to the Agreement.

3 Variations

3.1 With effect from the Effective Date, the following variations shall be made to the Agreement:

- (a) Schedule 2 and 3 shall be altered to include the details in Annex 1 of this Variation Agreement.

Annex 1

Variation to Schedule 2; Addition of the following service

The service

PSNE Pharmacy Flu Service

PSNE Pharmacy Flu Service Specification

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. The ambition is to offer vaccinations to as many frontline, essential and eligible 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. Other essential workers the employer would like to prioritise include highways maintenance and refuse and waste management teams.
- 1.3. Alongside the above, PSNE has been approached by Employers wishing to fund vaccines for their staff through the regional community pharmacy network. As these organisations sign up to the service, their staff will become eligible to access the service. Pharmacies will be informed and PharmOutcomes amended to include additional organisations.

2. Service Description

- 2.1. During the seasonal flu vaccination campaign period, 1st September to 31st March, the pharmacy will offer the flu vaccination service to eligible employees.
- 2.2. Eligible employees are defined as those who (1) present with an ID badge, (2) work within specified departments and contracted organisations, (3) who do not meet the NHS eligibility criteria for vaccination and (4) have no contraindications for vaccination.
- 2.3. The flu vaccination service will be provided from the community pharmacy premises and from, if commissioned, from employer provider locations agreed with the pharmacy.
- 2.4. The employer and PSNE will agree the locations, dates and times of off-site clinics. The employer will manage and co-ordinate off-site venues and times and will provide practical support to the pharmacy to ensure maximum take up during the session. PSNE

will work collaboratively with the employer to ensure an effective and efficient appointments-based system is developed and managed.

- 2.5. The flu vaccination service is to be delivered by pharmacists acting under their own private Patient Group Direction (PGD) that covers administering flu vaccinations. The organisation providing the PGD must be confirmed to PSNE via PharmOutcomes prior to commencing service provision.
- 2.6. It will be expected that the pharmacy adopts all current guidelines and practice with respect to the mitigation and minimisation of COVID-19 transmission. The employer will work collaboratively with the pharmacy to ensure appropriate premises are used to deliver offsite vaccination sessions.

3. Aims of delivery of the service

To sustain and maximise uptake of flu vaccination amongst eligible employees by providing convenient pharmacy based opportunities and off-site vaccination clinics.

4. Outcome and Outputs

4.1. Desired outcomes:

- 4.1.1. Protection of employees against seasonal flu infection;
- 4.1.2. Prevention of sickness absences of employees 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 employees.

5. Delivery

5.1. To deliver the service, the pharmacy must:

- 5.1.1. Ensure vaccinations are administered under an approved private PGD which adheres to NICE guidance at: <https://www.nice.org.uk/Guidance/MPG2>.
- 5.1.2. The pharmacy must confirm the provider of the PGD prior to commencing the service. This is for governance assurance purposes.
- 5.1.3. The pharmacy contractor must ensure all pharmacists involved in delivery of vaccinations are competent to do so and have signed the appropriate PGD practitioner authorisation sheet, included within the PGD.
- 5.1.4. Offer the employee a vaccine patient information leaflet.

5.1.5. Offer administration of flu vaccination to eligible employees on presentation of a valid ID badge and confirmation of employment within the specified departments.

5.1.6. Check eligibility under the NHS Seasonal Flu programme and where possible, administer the flu vaccine through the NHS programme rather than this employee scheme.

5.1.7. Record any suspected adverse reaction to the Medicines & Healthcare Regulatory Agency (MHRA) using the Yellow Card reporting scheme at <https://yellowcard.mhra.gov.uk/>

5.1.8. Ensure all pharmacists involved in delivery of the service are aware of risks associated with handling and disposal of sharps. The pharmacy must have a needle stick procedure in place. Staff involved in the provision of this service should consider being vaccinated against Hepatitis B and be aware of the risks should they decide not to be vaccinated.

5.1.9. Ensure appropriate consent is obtained from the employee 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.

5.1.10. 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>

Public Health England information on the National annual influenza programme:
<https://www.gov.uk/government/collections/annual-flu-programme>

Manufacturer's specific product characteristics (SPC) accessible on
<https://www.medicines.org.uk/emc>

5.1.11. Ensure vaccinations are recorded using the PharmOutcomes template that accompanies this service. Ideally, the template should be used live with the employee. Information to be recorded includes the employee ID card number, department in which the employee works and the date the vaccination was administered. Other information (such as consent, batch number, expiry date, site of administration etc.) will be recorded and used for internal pharmacy purpose and GP notification.

5.2. To deliver off-site flu vaccinations, the pharmacy must;

5.2.1. Confirm which off-site clinics they can provide at all the locations, dates and times specified by the employer. All offsite clinics must be arranged through PSNE who will liaise with the employer / commissioning organisation. Vaccines provided at offsite clinics will only be funded if organised through PSNE.

5.2.2. Ensure that the setting is appropriate and all necessary equipment is brought with them to the site, including PPE as per COVID-19 guidelines.

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

5.2.4. The vaccines should be stored according to the pharmacy's cold chain protocols to ensure safe transport of vaccines.

5.2.5. Collect all necessary data as per the PharmOutcomes template using the template as a live document with the employee.

5.3. Service Standards:

5.3.1. The off-site vaccinations must be provided at locations agreed with the employer throughout the duration of the service. Any PSNE commissioned pharmacy can provide vaccinations within the pharmacy premises.

5.3.2. The pharmacy must ensure the service is accessible, appropriate and sensitive to the needs of all eligible employees. No employee 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.

5.3.3. The pharmacy must maintain appropriate clinical governance procedures, in particular, pharmacies shall have in place;

5.3.3.1. Appropriate standard operating procedures;

5.3.3.2. Appropriate induction, training and development for staff;

5.3.3.3. An appropriate incident reporting system;

5.3.3.4. A complaints procedure; and

5.3.3.5. Safeguarding procedures.

5.3.4. The pharmacy must ensure all vaccines 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.

5.4. Exclusion Criteria:

5.4.1. Employees eligible for vaccination through the NHS seasonal flu vaccination scheme.

5.4.2. Those presenting without a valid employer ID badge or working in a non-specified department.

5.4.3. Employees with any contraindications, as detailed within the pharmacy's private PGD.

6. Reports and Contract Management

6.1. The pharmacy must provide:

- 6.1.1. Confirmation of the provider of the PGD for organisational governance.
- 6.1.2. Employer ID card number and department of work on PharmOutcomes for each employee receiving a vaccine under the employee service to ascertain uptake rates and disaggregate uptake to individual teams.
- 6.1.3. Date of vaccination administration
- 6.1.4. The pharmacy may be required to undertake service audits that are sensible, reasonable and agreed in advance with PSNE.

7. Pricing

In consideration of the pharmacy delivering the service, PSNE will pay the pharmacy;

£17.00 per flu vaccine administered.

**£100 for an off-site vaccination clinic (4hrs)
plus £17.00 per vaccine administered**

7.1 It is the responsibility of the pharmacy 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.

7.2 PSNE shall pay the pharmacy the agreed price following verification of the online claims, within 30 working days of each claim being submitted.

7.3 PSNE has organised for the PharmOutcomes template to work with the pre-consult system. This has resulted in a charge of £35 per pharmacy that chooses to use pre-consult. If you use pre-consult a single charge of £35 will be deducted from your first invoice. Should you not use pre-consult to provide the PSNE service you will not be charged.

Variation to Schedule 2: Addition of Pricing for PSNE Pharmacy Flu Service

Fees, Invoicing, Pricing and Payment

£17.00 per flu vaccine administered.

Additionally, if you opt to provide an offsite service

**£100 for an off-site vaccination clinic (4hrs)
plus £17.00 per vaccine administered**

All fees are inclusive of relevant VAT.

Variation to Schedule 3

Participating Pharmacies

This Variation can be digitally accepted via a submission on PharmOutcomes contracting module however should your company's procedures require a signature from an authorised person please print this variation, sign below, date the front page and email to sami.hanna@psne.co.uk

IN WITNESS OF THE ABOVE the parties have signed this Variation Agreement on the date written at the head of this Variation Agreement.

SIGNED by)
[insert name of signatory] _____)
on behalf of)
The Pharmacy Contractor)
[insert name of Contractor] _____)

.....
Authorised Signatory

Date

SIGNED by)
David Carter)
on behalf of)
Pharmacy Services North East Limited)
Date 1st October 2020)



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Authorised Signatory