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Enhanced Service Specification

Seasonal influenza vaccination programme
2022/23 – Version 2

Enhanced Service (ES) Specification

Seasonal influenza vaccination programme 2022/2023

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Change Log

| Version | Updated Sections |
|------------------------|--|
| Version 1 to Version 2 | <p>Additional requirements added to Section 8 Service Delivery Specification</p> <p>Addition paragraph 8.2 to include 8.18 and 8.19.</p> <p>Addtion of paragraph 8.2.1 frontline patient-facing staff working in general practice.</p> <p>Addition of paragraphs 8.18, 8.19, and sub-paragraphs 8.19.1 and 8.19.2</p> |

Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in ensuring that services are provided in an integrated way where this might reduce health inequalities."

Contents

| | | |
|----|---|-----|
| 1 | Introduction..... | 4 |
| 2 | Commonly Used Terms..... | 4 |
| 3 | Background and Duration..... | 6 |
| 4 | Sign up process..... | 7 |
| 5 | Collaboration Requirements / General..... | 8 |
| 6 | Collaboration Requirements: PCN groupings..... | 9 |
| 7 | Sub-contracting Arrangements..... | 10 |
| 8 | Service Delivery Specification..... | 11 |
| 9 | Monitoring, Reporting and Vaccine Ordering and Reporting..... | 17 |
| 10 | Payment and Validation..... | 19 |
| | Annex A: Provisions relating to Practices that terminate or withdraw from this ES (subject to the provisions below for termination attributable to a Practice formation or merger) and new Practices..... | 233 |
| | Annex B: Collaboration Requirements for Practices working in a PCN or a group of Practices..... | 255 |
| | Annex C: Groups included in this ES and included in the national influenza immunisation programme as defined in the annual Flu Letter and Green Book..... | 288 |
| | Annex D: Seasonal influenza vaccination programme (as defined in the Flu Letter and the Green Book)..... | 322 |

1 Introduction

- 1.1 This ES may be subject to amendments from time to time as the seasonal influenza vaccination programme develops.
- 1.2 The Enhanced Service Specification seasonal influenza vaccination programme 2022/23 has been agreed between NHS England and the British Medical Association (BMA) General Practitioners Committee (GPC) in England]. It is a national specification that cannot be varied locally. Where it is necessary to amend it in line with recommendations or decisions of the Joint Committee on Vaccinations and Immunisations (JCVI), Medicines and Healthcare products Regulatory Agency (MHRA), vaccine manufacturers or Ministers, NHS England will discuss the required changes with the GPC.
- 1.3 This ES is offered by the Commissioner (NHSE) to all General Medical Services, Personal Medical Services and Alternative Provider Medical Services contract holders.
- 1.4 An ES is designed to cover enhanced aspects of clinical care, all of which are beyond the scope of essential and additional services. No part of this ES specification by commission, omission or implication defines or redefines essential or additional services.
- 1.5 All Practices are offered the opportunity to sign up to this ES provided they meet the requirements of this specification. Where a Practice agrees to participate in this ES, they will be expected to offer seasonal influenza vaccinations to Patients. The arrangements to deliver this ES supersede any previous agreement. A Practice agrees to a variation of its primary medical services contract to incorporate the provisions of this ES. The provisions of this ES are therefore deemed a part of the Practice's primary medical services contract.
- 1.6 The aim of this ES is to protect those who are most at risk of serious illness or death should they develop influenza, by offering protection against the most prevalent strains of the influenza virus.

2 Commonly Used Terms

- 2.1 This specification is referred to as this “**ES**”.
- 2.2 In this ES:

- 2.2.1 “**Childhood ES**” means the Enhanced Service Specification – Childhood Influenza Vaccination Programme 2022/23;
- 2.2.2 “**Commissioner (NHSE)**” refers to the organisation with responsibility for contract managing these ES arrangements and this is NHS England;
- 2.2.3 “**COVID-19 ES**” means the Enhanced Service Specification - COVID-19 vaccination programme September 2022 to 31 March 2023;
- 2.2.4 “**Flu Letter**” means the annual flu letter available at the following website as updated from time to time [National flu immunisation programme 2022 to 2023 letter - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/national-flu-immunisation-programme-2022-to-2023-letter)
- 2.2.5 “**Green Book**” means the green book available at the following website as updated from time to time <https://www.gov.uk/government/publications/influenza-the-green-book-chapter-19>
- 2.2.6 “**Influenza Collaboration**” means the group of Practices which collaborate to deliver the services under this ES and where relevant under the Childhood ES, which may include established Primary Care Networks, and additional neighbouring Practices and/or other groups of Practices working together. They must do so under an Influenza ES Vaccination Collaboration Agreement;
- 2.2.7 “**Influenza ES Vaccination Collaboration Agreement**” means the agreement entered into by Practices, including those that are members of an established Primary Care Network, and which incorporates the provisions that are required to be included in an Influenza ES Vaccination Collaboration Agreement in accordance with paragraph 5;
- 2.2.8 “**COVID-19 ES Vaccination Collaboration Agreement**” means the agreement entered into by Practices, including those that are members of an established Primary Care Network, and which incorporates the provisions that are required to be included in a COVID-19 ES Vaccination Collaboration Agreement in accordance with the COVID-19 ES;

- 2.2.9 “**JCVI**” means the Joint Committee on Vaccination and Immunisation;
- 2.2.10 “**MHRA**” means the Medicines and Healthcare products Regulatory Agency;
- 2.2.11 “**Ministerial Decision**” means a decision issued by the Secretary of State for Health and Social Care;
- 2.2.12 “**Patient**” means those patients eligible to receive the influenza vaccination in general practice as set out at paragraph 8.2;
- 2.2.13 “**PCN grouping**” refers to a group of Practices which collaborate to deliver the services under an enhanced service arrangement for COVID-19 vaccinations or COVID-19 vaccinations and influenza vaccinations or both, and which is commissioned by the Commissioner;
- 2.2.14 “**Practice**” refers to a provider of essential primary medical services to a list of registered patients under a General Medical Services contract, Personal Medical Services agreement or Alternative Provider Medical Services contract who has agreed with the Commissioner (NHSE) to deliver this ES;
- 2.2.15 “**Primary Care Network**” means a network of primary medical services contractors and other providers of services which has been approved by NHS England, serving an identified geographical area; and
- 2.2.16 “**UKHSA**” refers to the UK Health Security Agency.

2.3 In this ES words importing the singular include the plural and vice versa.

2.4 References to any body, organisation or office include reference to its applicable successor from time to time.

3 Background and Duration

3.1 This ES is for the Commissioner (NHSE) to commission the provision of seasonal influenza vaccinations to Patients. This ES begins on 1 September 2022 and shall continue until 31 March 2023 unless it is terminated in accordance with paragraph 3.2.

- 3.2 This ES may be terminated on any of the following events:
- 3.2.1 automatically when the seasonal influenza vaccination programme comes to an end;
 - 3.2.2 the Commissioner (NHSE) providing not less than 28 days' notice to the Practice; or
 - 3.2.3 where this ES is amended, by the Practice providing not less than 28 days' notice to the Commissioner (NHSE), unless otherwise agreed with the Commissioner (NHSE).
- 3.3 The Patients eligible for influenza vaccination under this ES are set out in paragraph 8.2. Vaccinations must only be administered to Patients.
- 3.4 This ES may be updated from time to time as the vaccination programme develops and is subject to Ministerial Decision. This may include amendments to eligible cohorts and prioritisation of cohorts of Patients and ongoing adaptation of the requirements within this ES.

4 Sign up process

- 4.1 Practices must indicate their willingness to participate in this ES before 31 August 2022 at 23:59 unless otherwise agreed by the Commissioner (NHSE).
- 4.2 Where the medical condition of a Patient is such that, in the reasonable opinion of the Practice, attendance on the Patient is required and it would be inappropriate for the Patient to attend at the practice premises, the Practice must provide the influenza vaccination to the Patient at another location and the Practice must make all reasonable efforts to ensure the Patient is vaccinated.
- 4.3 Practices must make arrangements to vaccinate Patients resident in care homes.
- 4.4 The Commissioner (NHSE) may be able to support Practices to work with community partners and other local providers as appropriate to identify pragmatic local solutions to vaccinating these Patients at other locations.

4.5 Subject to paragraph 4.6, payment and activity recording will be managed using the Calculating Quality Reporting Service (CQRS)¹ and all Practices must sign-up to CQRS by no later than 30 September 2022 23:59. Payment under this ES is conditional on Practices:

4.5.1 entering into this ES, including any variations and updates;

4.5.2 complying with the requirements of this ES; and

4.5.3 completing the influenza vaccination or course of influenza vaccinations (where multiple doses are required) to Patients (unless exceptional circumstances apply).

4.6 Where the Practice elects to deliver influenza vaccinations through co-administration with COVID-19 vaccinations as part of a PCN grouping, or synergistically administer influenza vaccinations with COVID-19 vaccinations as part of a PCN grouping, then the Practice must:

4.6.1 comply with the terms of the COVID-19 ES;

4.6.2 have in place a COVID-19 ES Vaccination Collaboration Agreement; and

4.6.3 ensure that the delivery of influenza vaccinations through co-administration with COVID-19 vaccinations, or synergistically administer influenza vaccinations as part of a PCN Grouping, is in accordance with paragraph 10.11

and in respect of those co-administered and/or synergistically administered influenza vaccinations only.

4.7 A Practice's participation in this ES shall only continue for so long as it is in compliance with its terms.

5 Collaboration Requirements / General

5.1 Practices may under the terms of this ES and where relevant the Childhood ES collaborate to deliver influenza vaccinations to their Patients in accordance with this paragraph 5 and Annex B, as part of an **Influenza Collaboration**. All practices which choose to collaborate as part of an Influenza Collaboration,

¹ Further guidance relating to CQRS and GPES will be provided by NHS Digital and the CSU Collaborative when services are updated.

where they are members of an established PCN or not, will be expected to sign up to an **Influenza ES Vaccination Collaboration Agreement** as described in this ES.

5.2 Each Practice participating in this ES will:

5.2.1 co-operate with others in so far as is reasonable, pursuant to this ES and/or the wider influenza vaccination programme, in a timely and effective manner;

5.2.2 comply with any reasonable request for information from the Commissioner (NHSE) relating to the provision of the services pursuant to this ES;

5.2.3 have regard to all relevant guidance published by the Commissioner (NHSE) or referenced within this ES (including but not limited to guidance published by the MHRA in relation to the movement of vaccines);

5.2.4 comply with all clinical protocols giving explicit consideration to contra-indications and any guidance around concurrent administration of influenza vaccinations (e.g pneumococcal, Covid-19 vaccinations);

5.2.5 take reasonable steps to provide information (supplementary to national communications) to Patients about the services pursuant to this ES, including information on how to access the services and any changes to them; and

5.2.6 where relevant, ensure that it has in place suitable arrangements to enable the lawful sharing of data to support the delivery of the services, business administration and analysis activities.

5.3 Practices will want to work closely with Primary Care Networks to maximise vaccine coverage and to minimise vaccine wastage. This will also support the achievement of incentives within their respective contracts.

6 Collaboration Requirements: PCN groupings

6.1 Practices may be a member of a PCN grouping to deliver COVID-19 vaccinations in accordance with the COVID-19 ES. Where a Practice is a member of a PCN grouping it may choose to work together with other practices in that PCN grouping to deliver influenza vaccinations in accordance with this

ES through co-administration with COVID-19 vaccinations or synergistically with COVID-19 vaccinations. Equally, they may now choose to work together with other practices just to deliver influenza vaccines as part of an Influenza Collaboration.

6.2 Where Practices choose to work together with the other practices in the PCN grouping they shall:

6.2.1 have in place appropriate collaboration and governance arrangements and shall at all times comply with this ES;

6.2.2 together with the other practices in the PCN Grouping, be considered a temporary single medical practice;

6.2.3 receive, store, prepare and transport (where appropriate) vaccines following relevant guidance issued by the MHRA or the Commissioner; and

6.2.4 where the practices consider that it is operationally expedient to synergistically or co-administer the COVID-19 vaccine with the influenza vaccine, a [COVID-19 ES Vaccination Collaboration Agreement](#) must govern the arrangements between the practices. Otherwise, it must be the Influenza ES Vaccination Collaboration Agreement that governs the arrangements between the practices. Co-administration shall at all times be in line with the provisions set out in the Green Book.

7 Sub-contracting Arrangements

7.1 The Commissioner (NHSE) acknowledges that to deliver the services pursuant to this ES, a Practice may require the ability to sub-contract the delivery of the required clinical services to another Practice in the Primary Care Network or PCN grouping or another party. Where a Practice is considering sub-contracting arrangements related to the provision of services under the ES, the Practice must comply with the requirements set out in the statutory regulations or directions that underpin its primary medical services contracts in relation to sub-contracting, which will also apply to any arrangements to sub-contract services under the ES.

7.2 Practices and their sub-contractor must make available, on request from the Commissioner (NHSE), any reasonable information relating to the sub-

contracting arrangements and reporting information relating to the delivery of ES.

- 7.3 Practices and their sub-contractor must ensure that appropriate data management processes are in place which must include the recording of the administration of influenza vaccinations to ensure that payment can be made in accordance with this ES or in accordance with any alternative written agreement between the Practice and the Commissioner (NHSE).
- 7.4 Insofar as the sub-contracting of the clinical services pursuant to this ES is necessary to deliver these services and is compliant with the primary medical services legal and contractual requirements, the Commissioner (NHSE) will not object to the sub-contracting. Practices must ensure that the sub-contractor is prohibited from sub-contracting the clinical matters.

8 Service Delivery Specification²

- 8.1 Vaccination should be given in sufficient time to ensure that Patients are protected before the virus starts circulating. Practices should aim to schedule their influenza vaccination services to:
- 8.1.1 match vaccine supply;
 - 8.1.2 align with any JCVI guidance on the required interval between, and where relevant, the co-administration of vaccinations. Where possible and operationally expedient, in order to maximise efficiency for the Practice and minimise the number of attendances required for Patients to receive vaccinations, vaccines may be given at the same time where clinically feasible in line with the Green Book including where appropriate the co-administration of COVID-19 and influenza vaccines; and
 - 8.1.3 ensure that influenza vaccination is given in sufficient time to ensure Patients are protected before influenza starts circulating. If an eligible Patient presents late for influenza vaccination it is generally appropriate to still offer it. This is particularly important if it is a late influenza season or when newly at-risk Patients present, such as pregnant women who may not have been pregnant at the beginning of the influenza vaccination period. In the event that a child in one of

² Practices must ensure they have read and understood all sections of this document as part of the implementation of this programme and to ensure understanding of the payment regime.

the clinical risk groups presents late in the flu season after all LAIV stock has expired, immunisation with an appropriate inactivated vaccine³ is an option. Clinicians should apply clinical judgement to assess the needs of Patients for immunisation. The decision to vaccinate should take into account the level of flu-like illness in the community and the fact that the immune response to influenza vaccination takes about two weeks to fully develop.

8.2 Subject to paragraphs 8.3, 8.4, 8.6, 8.18 and 8.19, Patients eligible for influenza vaccination under this ES are those patients who are included within the cohorts below⁴ and defined in Annex C, which may be subject to change in line with JCVI guidance:

8.2.1 those aged 6 months to under 65 years in clinical risk groups⁵;

8.2.2 pregnant women;

8.2.3 those aged 65 years and over;

8.2.4 with effect from 15 October 2022 only, those patients aged 50 to 64 years not in clinical risk groups;

8.2.5 carers;

8.2.6 close contacts of immunocompromised individuals⁶;

8.2.7 housebound patient as defined in paragraph 8.13;

8.2.8 those living in long-stay residential care homes or nursing homes or other long-stay health and social care facilities;

8.2.9 locum GPs;

8.2.10 frontline health and social care staff employed by the following types of social care providers without employer led occupational health schemes:

(a) registered residential care or nursing home;

³ As defined by the [influenza chapter](#) in 'Immunisation against infectious disease' (the 'Green Book')

⁴ Groups eligible for influenza vaccination are based on the advice of the JCVI who review the latest evidence on influenza vaccines and recommend the type of vaccine to be offered to Patients. The details of the eligible cohorts and vaccines to be used for the 2022/23 influenza season are outlined within the [Flu Letter](#).

⁵ As defined by the [influenza chapter](#) in 'Immunisation against infectious disease' (the Green Book).

⁶ As defined by the [influenza chapter](#) in 'Immunisation against infectious disease' (the Green Book).

- (b) registered domiciliary care provider;
- (c) a voluntary managed hospice provider; or
- (d) Direct Payment (personal budgets) and/or Personal Health Budgets, such as Personal Assistants; and

8.2.11 frontline patient-facing staff working in general practice.

- 8.3 Practices may only vaccinate those Patients in paragraphs 8.2.1 to 8.2.7, 8.2.10(b) and 8.2.10(d) where the Patient's name is included in the Practice's list of registered patients.
- 8.4 Practices may vaccinate those Patients in paragraphs 8.2.8, 8.2.9, 8.2.10(a) and 8.2.10(c) where the Patient is either included in the Practice's list of registered patients or is an unregistered patient or whose name is included on another primary medical services practice's list of registered patients but has chosen to receive their influenza vaccination from the Practice. Recording of vaccinations to unregistered patients must be in line with any published guidance.
- 8.5 Practices must liaise with their own and where appropriate other Primary Care Networks which are responsible for delivery of the Enhanced Health in Care Homes provisions in the Network Contract Directed Enhanced Service, to ensure that a joined up service is delivered to all Primary Care Network linked care homes.
- 8.6 Practices will not be eligible for payment for the administration of influenza vaccinations outside the announced authorised cohorts unless they are able to evidence exceptional clinical circumstances requiring influenza vaccination to be administered at the request of the Commissioner (NHSE).
- 8.7 Practices must ensure they offer influenza vaccinations to all eligible Patients and:
- 8.7.1 Practices are required to ensure, including to support the high uptake of influenza vaccinations and minimise wastage, where the Patient is a registered patient of the Practice, that they:
- (a) undertake a proactive call/recall if the Patient is considered at-risk;

- (b) undertake a proactive call if the Patient is not considered at-risk;
 - (c) reasonably co-operate with any national call/recall service; and
 - (d) maintain clear records detailing how they have contacted (including called/recalled) Patients.
- 8.7.2 that influenza vaccinations are not administered where contra-indicated, where the Patient has previously had a confirmed anaphylactic reaction to a previous dose of the vaccine, or to any component of the vaccine;
- 8.7.3 that influenza vaccinations are administered during the period of this ES; and
- 8.7.4 that they comply with all law and relevant guidance (including that issued by JCVI, the Commissioner (NHSE), MHRA and/or UKHSA) as regards the administration of the influenza vaccination.
- 8.8 In complying with paragraph 8.7.1, Practices must use at least one written communication (to include letters/SMS text messages) offering influenza vaccination to Patients. Practices must request details of the Patient's ethnicity status if they have not previously provided this information to the Practice and where provided by the Patient or their carer, the Practice must record the ethnicity information in the Patient record.
- 8.9 Practices must ensure that all healthcare professionals who are involved in administering the vaccine:
- 8.9.1 have referred to the clinical guidance available including the Influenza Chapter of the Green Book⁷ and Inactivated influenza vaccine information for healthcare practitioners⁸;
 - 8.9.2 do so in line with the Green Book and Practices have a process in place to check any updates to the Green Book; and

⁷ <https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book>

⁸ <https://www.gov.uk/government/publications/inactivated-influenza-vaccine-information-for-healthcare-practitioners>

- 8.9.3 have the necessary experience, skills and training, including training with regard to the recognition and initial treatment of anaphylaxis.
- 8.10 Practices must ensure that all vaccines are received, stored, prepared and subsequently transported (where appropriate, including if administered away from the practice premises, for example at a care home) in accordance with the relevant manufacturer's, UKHSA and NHS England's instructions and all associated guidance set out in the '[Storage distribution and disposal of vaccines chapter of the Green Book](#)', including that all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that the readings are taken and recorded from that thermometer on all working days and that appropriate action is taken when readings are outside the recommended temperature.
- 8.11 Practices must have the ability and capacity to deliver this ES. Appointments should provide maximum flexibility for Patients and should be available at a range of times across the week including during extended hours, such as evenings and weekends to maximise influenza vaccinations to eligible cohorts.
- 8.12 Practices must ensure that services delivered under this ES are accessible, appropriate and sensitive to the needs of all Patients. No Patient shall be excluded or experience particular difficulty in accessing and effectively using this ES due to a protected characteristic, as outlined in the Equality Act (2010) – this includes Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex or Sexual Orientation.
- 8.13 Where the Patient or parent/guardian has indicated they wish to receive the influenza vaccination but they are unable to attend at the Practice (for example because the medical condition of the Patient is such that, in the reasonable opinion of the Practice attendance on the Patient is required and it would be inappropriate for the Patient to attend the Practice) the Practice must make all reasonable efforts to ensure the Patient is vaccinated.
- 8.14 Practices should use the recommended licenced vaccine as set out in the annual [Flu Letter](#) and the Green Book for influenza vaccination of Patients. See Annex D.
- 8.15 Details of this programme and the wider seasonal influenza programme can be found in the annual [Flu Letter](#).

8.16 Details on the background, dosage, timings and administration of the influenza vaccination can be found in the Green Book.

8.17 Practices should ensure that the correct number of doses of vaccine are administered. Where two doses of vaccine are required, a failure to give both doses may leave a child incompletely protected. Patients aged six months to under nine years at the time of influenza vaccination, who are in clinical risk groups and who have not received influenza vaccination previously, will require a second dose of the appropriate vaccine at least four weeks after the first dose. Where only one dose of vaccine is indicated, payment will not be made for any second doses that are inadvertently given.

8.18 Practices may vaccinate those Patients in paragraph 8.2.11 to meet their practice requirement to offer, as part of the Practice's Occupational Health responsibilities, eligible frontline patient-facing staff working in the Practice an influenza vaccination. Those Patients referred to in paragraph 8.2.11 may be either included in the Practice's list of registered patients or be an unregistered patient whose name is included on another primary medical services practice's list of registered patients but has chosen to receive their influenza vaccination from the Practice). Where a Practice administers an influenza vaccination to an eligible frontline patient-facing member of staff the administration of the vaccination will not be eligible for any payment in accordance with paragraph 10. Practices are not eligible for the reimbursement for the cost of the influenza vaccine administered to eligible frontline patient-facing staff and shall not claim for reimbursement of vaccine costs or personal administration fees relevant to these vaccinations.

8.19 Where the Practice vaccinates a Patient eligible under paragraph 8.2.11:

8.19.1 the provisions of paragraphs 9.3, 9.7, 9.8, 9.9, 9.11 and paragraph 10 shall not apply; and

8.19.2 the Practice must retain a record of the vaccination and where the Patient's name does not appear on their own Practice's list of registered patients, remind the Patient that they should inform the practice on whose list of registered patients on which their name appears, that they have received the vaccination from the Practice. This record shall be the medical record referenced in paragraph 9.2 for Patients eligible for the vaccination under paragraph 8.2.11.

9 Monitoring, Reporting and Vaccine Ordering and Reporting

- 9.1 Practices delivering this ES should (if they have not already done so) sign up to receive the Primary Care Bulletin published by the Commissioner (NHSE) so key information in relation to the delivery of this ES can be communicated in a timely manner. Practices can sign up to the Primary Care Bulletin at: [NHS England » Primary Care bulletin](#).
- 9.2 Practices must adhere to defined standards of record keeping ensuring that the influenza vaccination event is recorded in the medical record of the Patient on the same day that it is administered and shall include:
- 9.2.1 any refusal of an offer of an influenza vaccination; and
- 9.2.2 where an offer of influenza vaccination was accepted:
- (a) details of the informed consent to the influenza vaccination;
 - (b) the batch number, expiry date and title of the vaccine;
 - (c) the date of administration of the influenza vaccination;
 - (d) when two or more vaccines are administered in close succession the route of administration and the injection site of each vaccine;
 - (e) any contra-indication to the influenza vaccination or immunisation;
 - (f) any adverse reactions to the influenza vaccination; and
 - (g) record within the Patient record any influenza vaccinations that have been administered using centrally supplied stock if this stock has been supplied.
- 9.3 Where a influenza vaccination is administered to a registered Patient of the Practice by a provider other than the Practice and the Patient's record is not automatically updated electronically, the Practice must update the Patient records on the same day that the notification of the administration of the vaccination is received from the other provider. Practices should record influenza vaccination events relating to Patients who are not registered with the Practice in line with national guidance.

- 9.4 Practices must monitor and report all activity information in accordance with its primary medical services contract, relevant legislation and the monitoring and reporting standards as published by the Commissioner (NHSE).
- 9.5 Practices will be responsible for recording adverse events and providing the Patient with information on the process to follow if they experience an adverse event in the future after leaving the vaccination site, including signposting the Yellow Card service. Practices will be expected to follow MHRA incident management processes in the case of a severe reaction.
- 9.6 Practices must ensure that they comply with all reporting and monitoring requirements to enable the Commissioner (NHSE) to calculate payments accurately.
- 9.7 Practices should ensure that they only use the relevant clinical codes included in the supporting Business Rules⁹, or as set out in national guidance, and should also re-code Patients where necessary. This will allow calculation of achievement and payment and for the Commissioner (NHSE) to audit payment and service delivery. Practices should refer to the supporting Business Rules¹⁰ to ensure that they have the most up-to-date information on management counts and clinical codes.
- 9.8 Subject to paragraph 10.11, the Commissioner (NHSE) will monitor the provision of the services under this ES and will calculate payments under this ES using CQRS.
- 9.9 Vaccines for all Patients aged 6 months to 17 years of age, should be ordered online from ImmForm as per other centrally supplied children's vaccines. Practices are required to order the recommended QIV vaccines for all other Patients eligible for influenza vaccination under this ES direct from the manufacturers which will be reimbursed. Practices will not be reimbursed for vaccines supplied free of charge via ImmForm.
- 9.10 Practices must ensure that all orders of vaccine are in line with national guidance.
- 9.11 Practices will monitor and report all activity information via ImmForm on a monthly basis. As in previous years the activity information shall include a

⁹ <http://content.digital.nhs.uk/qofextractspecs>

¹⁰ <https://digital.nhs.uk/data-and-information/data-collections-and-data-sets/data-collections/quality-and-outcomes-framework-qof/quality-and-outcome-framework-qof-business-rules/enhanced-services-es-vaccination-and-immunisation-vi-and-core-contract-components-2022-2023>

monthly count of Patients who received an influenza vaccination in the relevant month. This information will be used by the Commissioner (NHSE) and UKHSA for monitoring uptake achievement and national reporting. These figures are used for official statistics.

10 Payment and Validation

10.1 Subject to compliance with this ES, a payment of £10.06 shall be payable to the Practice for the administration of each influenza vaccination to Patients.

10.2 Practices will only be eligible for payment in accordance with this ES where all of the following requirements have been met and payment is conditional on:

10.2.1 the Patient who received the vaccination(s) was a Patient at the time the vaccine was administered, and all of the following apply:

- (a) the Practice has only used the specified vaccines recommended in this ES and/or Commissioner (NHSE) guidance;
- (b) the Patient in respect of whom payment is being claimed was within an authorised cohort at the time the vaccine was administered, unless exceptional circumstances apply as set out at paragraph 8.6;
- (c) the Practice has not received and does not expect to receive any payment from any other source in respect of the delivery of the influenza vaccination. Practices may claim a dispensing fee as set out in paragraph 16(2) and 16(3) of the NHS General Medical Services Statement of Financial Entitlements Direction 2021 for influenza vaccinations administered to Patients. Where any vaccine is centrally supplied, no claim for reimbursement of vaccine costs or personal administration fee apply to those vaccinations delivered to Patients. The vaccines reimbursed as part of the NHS Seasonal Influenza Immunisation Programme 2022/23 are outlined in the letter¹¹ published on 16 July 2022. During the influenza season there may be additional advice from the

¹¹ https://www.england.nhs.uk/wp-content/uploads/2019/12/B1868_Reimbursable-vaccines-and-eligible-cohorts-for-the-2022-23-NHS-Seasonal-Influenza-flu-Vaccination-Progra.pdf

Commissioner or UKHSA if there are issues with vaccine supply¹².

- 10.2.2 the Patient's influenza vaccinations have been administered by the Practice.
- 10.2.3 Practices submitting claims to the Commissioner (NHSE) for payment monthly wherever possible and Practices must:
 - (a) validate and submit a claim to the Commissioner (NHSE) for payment within 6 months of the date of the administration of the completing dose of the vaccine save for where paragraph 10.2.3(b) applies;
 - (b) validate and submit a claim to the Commissioner (NHSE) for payment within 3 months of the date of the administration of the completing dose of the vaccine where the vaccination is co-administered with a COVID-19 vaccine; and
 - (c) ensure that claims submission are validated to enable the Commissioner (NHSE) to correctly calculate the payment.
- 10.3 Payment will be made in respect of claims submitted by the last day of the month following the month the submitted claims are validated by the Practice.
- 10.4 Practices must keep a record of the relevant circumstances to support reporting requirements and payment processes.
- 10.5 Payment under this ES, or any part thereof, is conditional on the Practice satisfying the following conditions:
 - 10.5.1 they comply (and maintain compliance) with the requirements of this ES (including any variations and updates);
 - 10.5.2 they make available to the Commissioner (NHSE) any information under this ES which the Commissioner (NHSE) needs and the Practice either has or could be reasonably expected to obtain;
 - 10.5.3 they make any returns reasonably required of it (whether computerised or otherwise) to the payment system or CQRS or as otherwise may reasonably be required by the Commissioner (NHSE)

¹² Further details on the background, dosage, timings and administration of the vaccination can be found in the Flu Letter.

(or on the Commissioner's (NHSE) behalf) and do so promptly and fully;

10.5.4 in respect of any claims for payment relating to centrally supplied vaccines, the Practice has complied with any published guidance relating to the ordering, use, claims and post-payment verification processes; and

10.5.5 all information supplied pursuant to or in accordance with this paragraph 10.5 is accurate.

10.6 If the Practice does not satisfy any of the above conditions, the Commissioner (NHSE) may withhold payment of any, or any part of, an amount due under this ES that is otherwise payable.

10.7 If the Commissioner (NHSE) makes a payment to a practice under this ES and:

10.7.1 the practice was not entitled to receive all or part thereof, whether because it did not meet the entitlement conditions for the payment or because the payment was calculated incorrectly (including where a payment on account overestimates the amount that is to fall due);

10.7.2 the Commissioner (NHSE) was entitled to withhold all or part of the payment because of a breach of a condition attached to the payment, but is unable to do so because the money has already been paid; or

10.7.3 the Commissioner (NHSE) is entitled to repayment of all or part of the money paid,

the Commissioner (NHSE) may recover the money paid by deducting an equivalent amount from any payment payable to the Practice, and where no such deduction can be made, it is a condition of the payments made under this ES that the contractor under its General Medical Services contract, Personal Medical Services agreement or Alternative Provider Medical Services contract (as relevant) must pay to the Commissioner (NHSE) that equivalent amount.

10.8 Where the Commissioner (NHSE) is entitled under this ES to withhold all or part of a payment because of a breach of a payment condition, and the Commissioner (NHSE) does so or recovers the money by deducting an equivalent amount from another payment in accordance with this ES, it may,

where it sees fit to do so, reimburse the Practice the amount withheld or recovered, if the breach is cured.

- 10.9 The Commissioner (NHSE) is responsible for post payment verification. This may include auditing claims (including supporting documentation/records) of Practices to ensure that they meet the requirements of this ES.
- 10.10 Where the influenza vaccination is provided as either co-administration or synergistically with the COVID-19 vaccine and the Practice has elected to use the Point of Care system, the payment (as set out at paragraph 10.1) will be made to the nominated host practice in accordance with paragraph 10.11.
- 10.11 Where the Practice elects to administer influenza vaccinations as part of a PCN grouping:
 - 10.11.1 through co-administration with COVID-19 vaccinations, then the Practice must nominate their COVID-19 PCN grouping host practice to receive payments for the co-administered vaccinations, which will be calculated using the Point of Care System; and/or
 - 10.11.2 synergistically with COVID-19 vaccinations, then the Practice may elect whether to use either CQRS or the Point of Care System for the recording and calculation of vaccinations but not both. Where the Point of Care System is used, the Practice shall nominate their PCN grouping host practice to receive payments for the synergistically administered vaccinations.

Annex A: Provisions relating to Practices that terminate or withdraw from this ES (subject to the provisions below for termination attributable to a Practice formation or merger) and new Practices

- A.1 Where a Practice has entered into this ES but its primary medical services contract subsequently terminates or the practice withdraws from this ES prior to the end of this ES, the Practice is entitled to a payment in respect of its participation if such a payment has not already been made, in accordance with the provisions set out below. Any payment will fall due on the last day of the month following the month during which the Practice provides the information required.
- A.2 In order to qualify for payment in respect of participation under this ES, the Practice must comply with and provide the Commissioner (NHSE) with the information in this ES specification or as agreed with the Commissioner (NHSE) before payment will be made. This information should be provided in writing within 28 days following the termination of the contract or the practice's withdrawal from this ES.
- A.3 The payment due to a Practice whose primary medical services contract subsequently terminates or withdraws from this ES prior to the end of this ES will be based on the number of completed influenza vaccinations provided to Patients, prior to the termination of the primary medical services contract or withdrawal from this ES.

Provisions relating to Practices who merge or are formed

- A.4 Where two or more Practices merge or a new primary medical services contract is awarded and as a result two or more lists of registered Patients are combined, transferred (for example from a terminated practice) or a new list of registered Patients is developed, the new Practice(s) may enter into a new or varied arrangement with the Commissioner (NHSE) to provide this ES.
- A.5 In the event of a practice merger, the ES arrangements of the merged Practices will be treated as having terminated (unless otherwise agreed with the Commissioner (NHSE)) and the entitlement of those Practice(s) to any payment will be assessed on the basis of the provisions of paragraph 100 (Payment and Validation) of this ES.

- A.6 The entitlement to any payment(s) of the Practice(s), formed following a practice merger, entering into the new or varied arrangement for this ES, will be assessed and any new or varied arrangements that may be agreed in writing with the Commissioner (NHSE) will begin at the time the Practice(s) starts to provide this ES under such arrangements.
- A.7 Where that new or varied arrangement is entered into and begins within 28 days of the new Practice(s) being formed, the new or varied arrangements are deemed to have begun on the date of the new Practice(s) being formed and payment will be assessed in line with this ES specification as of that date.
- A.8 Where the Practice participating in the ES is subject to a practice merger and:
- A.8.1 the application of the provisions set out above in respect of practice mergers would, in the reasonable opinion of the Commissioner (NHSE), lead to an inequitable result; or
 - A.8.2 the circumstances of the split or merger are such that the provisions set out above in respect of practice mergers cannot be applied,
- the Commissioner (NHSE) may, in consultation with the Practice or Practices concerned, agree to such payments as in the Commissioner's (NHSE) opinion are reasonable in all of the circumstances.

New contract awards

- A.9 Where a new primary medical services contract is awarded by the Commissioner (NHSE) after the commencement of this ES, the Practice may be offered the ability to opt-in to the delivery of this ES.

Annex B: Collaboration Requirements for Practices working in a PCN or a group of practices

- B.1 Practices may under the terms of this ES and where relevant the Childhood ES collaborate to deliver influenza vaccinations to their Patients. All practices which choose to collaborate as part of an Influenza Collaboration, where they are members of an established PCN or not, will be expected to sign up to an Influenza ES Vaccination Collaboration Agreement as described in this ES.
- B.2 Where this ES and where relevant the Childhood ES sets out a requirement or obligation of a Practice, each Practice collaborating to deliver influenza vaccinations is responsible for ensuring the requirement or obligation is carried out on behalf of the collaborating practices.
- B.3 The Practice, together with the other Practices collaborating shall be considered joint and several owners of the vaccine which shall be shared and governed in accordance with the agreement between them and which must be documented in the Influenza ES Vaccination Collaboration Agreement.
- B.4 Each Practice participating in an Influenza Collaboration to deliver this ES will:
- B.4.1 co-operate with others in so far as is reasonable, including any other person responsible for the provision of services pursuant to this ES and/or the wider influenza vaccination programme, in a timely and effective way;
 - B.4.2 openly, honestly and efficiently share information with other relevant parties including the Practices in its Influenza Collaboration and outside of its Influenza Collaboration (where appropriate) that is relevant to the services, aims and objectives of this ES;
 - B.4.3 adhere to the requirements in of this ES and where relevant the Childhood ES.
- B.5 Practices participating in an influenza Collaboration may co-ordinate and deliver the influenza vaccinations at scale in line with the requirements set out in this ES.
- B.6 The Patients who attend for influenza vaccinations delivered by the Influenza Collaboration will attend what is deemed to be a temporary single medical practice for the purpose of regulation 3(5), (8) and (9) of the Human Medicines Regulations 2012 (as amended).

- B.7 All Practices participating in an Influenza Collaboration must agree the site(s) from which the influenza vaccinations under this ES and where relevant the Childhood ES shall be delivered and which must be documented in the Influenza ES Vaccination Collaboration Agreement.
- B.8 All Practices must have in place an Influenza ES Vaccination Collaboration Agreement signed by all collaborating Practices in advance of administering influenza vaccinations to Patients. The Influenza ES Vaccination Collaboration Agreement must set out the clinical delivery model deployed by the Practices (i.e. how clinics are delivered, and responsibility is shared between the Practices) and as a minimum contains additional provisions in relation to the following:
- B.8.1 appropriate arrangements for Patient record sharing in line with data protection legislation;
 - B.8.2 appropriate arrangements for reporting of activity data, vaccine stock, available capacity and minimising any wastage as between the Practices and submission of required data to the Commissioner (NHSE);
 - B.8.3 appropriate arrangements for communicating with Patients in accordance with paragraph 8.7;
 - B.8.4 arrangements for any sharing and deployment of staff as agreed by the Practices in relation to the efficient delivery of the services pursuant to this ES and where relevant the Childhood ES;
 - B.8.5 financial arrangements between the collaborating Practices;
 - B.8.6 arrangements in relation to use of the relevant premises (as required);
 - B.8.7 sub-contracting arrangements (as required);
 - B.8.8 appropriate indemnity arrangements. The Clinical Negligence Scheme for General Practice (CNSGP) provides clinical negligence indemnity cover for all staff engaged by a Practice under the CNSGP Regulations. It covers NHS activities delivered by a Part 4 contractor 9 under a Primary Medical Services contract (including under Schedule 2L of an NHS standard contract), Primary Medical Services delivered by a sub-contractor, and the provision of 'Ancillary Health Services' by or for a Part 4 contractor or Primary Medical Services

sub-contractor. Cover under CNSGP is not restricted to a Practice's registered Patients so would apply to the provision of any NHS influenza vaccinations by a Practice to a person, including where they are not on the registered list of that Practice; and

- B.8.9 appropriate arrangements to ensure that Practices can identify, if appropriate, which Patients receive influenza vaccinations under this ES and where relevant the Childhood ES.
- B.9 The Commissioner (NHSE) has published a template Influenza ES Vaccination Collaboration Agreement on the NHS England GP Contract webpage at <https://www.england.nhs.uk/gp/investment/gp-contract/>, which the collaborating Practices may wish to use and adapt for the purpose of delivery this ES and where relevant the Childhood ES.
- B.10 Collaborating Practices may supply (under Regulation 19(4A) of the Human Medicines Regulations 2012 (as amended), a proportion of influenza vaccine to their temporary single medical practice. Collaborating Practices must ensure that the Influenza ES Vaccination Collaboration Agreement documents the vaccine sharing arrangement (including details of the proportions of the vaccines shared) between the Practices and how this is governed. This must also document how the appropriate Collaborating Practice(s) will claim reimbursement for:
 - B.10.1 any administered influenza vaccine supplied (where relevant and not provided free of charge under the Childhood ES); and
 - B.10.2 any dispensing fee (where eligible).
- B.11 Collaborating Practices will need to plan service delivery arrangements in line with their own stock forecasting and ordering arrangements including:
 - B.11.1 planning clinics according to expected vaccine supply;
 - B.11.2 coordinating required trained staff;
 - B.11.3 receiving and safely storing supply; and
 - B.11.4 amending clinic schedules if required and undertaking timely communication of any changes to Patients.

Annex C: Groups included in this ES and included in the national influenza immunisation programme as defined in the annual Flu Letter and Green Book

Table 1: Groups eligible for national influenza immunisation from practice as a registered Patient

| Eligible groups | Further details |
|---|---|
| All patients aged 65 years and over | Those aged 65 years and over on 31 March 2023. |
| All patients aged 50-64 years | Those aged 50 to 64 years not in clinical risk groups (including those who turn 50 by the 31 March 2023) from 15 October 2022 in accordance with paragraph 8.6. |
| Chronic respiratory disease aged 6 months and over | Asthma that requires continuous or repeated use of inhaled or systemic steroids or with previous exacerbations requiring hospital admission. Chronic obstructive pulmonary disease (COPD) including chronic bronchitis and emphysema; bronchiectasis, cystic fibrosis, interstitial lung fibrosis, pneumoconiosis and bronchopulmonary dysplasia (BPD). Children who have previously been admitted to hospital for lower respiratory tract disease. |
| Chronic heart disease aged six months and over | Congenital heart disease, hypertension with cardiac complications, chronic heart failure, individuals requiring regular medication and/or follow-up for ischaemic heart disease. |
| Chronic kidney disease aged six months and over | Chronic kidney disease at stage 3, 4 or 5, chronic kidney failure, nephrotic syndrome, kidney transplantation. |
| Chronic liver disease aged 6 months and over | Cirrhosis, biliary atresia, chronic hepatitis. |
| Chronic neurological disease aged six months and over | Stroke, transient ischaemic attack (TIA). Conditions in which respiratory function may be compromised due to neurological disease (e.g. polio syndrome sufferers). |

| Eligible groups | Further details |
|--|---|
| | <p>Clinicians should offer immunisation to all patients with a learning disability given their increased morbidity and mortality due to preventable pneumonia¹³.</p> <p>Clinicians should offer immunisation, based on individual assessment, to vulnerable individuals including those with cerebral palsy, multiple sclerosis and related or similar conditions; or hereditary and degenerative disease of the nervous system or muscles; or severe neurological disability.</p> |
| Diabetes aged 6 months and over | Type 1 diabetes, Type 2 diabetes requiring insulin or oral hypoglycaemic drugs, diet controlled diabetes. |
| Immunosuppression aged 6 months and over | <p>Immunosuppression due to disease or treatment, including patients undergoing chemotherapy leading to immunosuppression, bone marrow transplant, HIV infection at all stages, multiple myeloma or genetic disorders affecting the immune system (e.g. IRAK-4, NEMO, complement deficiency).</p> <p>Individuals treated with or likely to be treated with systemic steroids for more than a month at a dose equivalent to prednisolone at 20 mg or more per day (any age), or for children under 20 kg, a dose of 1 mg or more per kg per day.</p> <p>It is difficult to define at what level of immunosuppression a patient could be considered to be at a greater risk of the serious consequences of influenza and should be offered seasonal influenza vaccination. This decision is best made on an individual basis and left to the patient's clinician.</p> |

¹³ Practices are advised of the importance to ensure Patients with a learning disability are vaccinated. Patients with a learning disability are included in the eligibility for payment under this ES. PHE understand the difficulty with vaccinating this group with injectable vaccines. PHE advises that LAIV is not licensed for adults because there is some evidence of poorer efficacy in this age group when compared with the inactivated influenza vaccines so practices should offer inactivated vaccine if possible. However, as it has been found that LAIV may be easier to use and less distressing for some patients with a learning disability, in exceptional circumstances, GP's can use their clinical discretion to offer LAIV 'off-label' (from their centrally supplied vaccine stock) to vaccinate patients with a needle phobia. This is not limited to those with a learning disability and may include those in a clinical risk group with a serious needle phobia who may otherwise go unimmunised if they refuse to have an injected inactivated vaccine.

| Eligible groups | Further details |
|--|---|
| | Some immune-compromised patients may have a suboptimal immunological response to the vaccine. |
| Asplenia or dysfunction of the spleen aged six months and over | This also includes conditions such as homozygous sickle cell disease and coeliac syndrome that may lead to splenic dysfunction. |
| Pregnant women | Pregnant women at any stage of pregnancy (first, second or third trimesters). |
| Morbidly obese (class III obesity) ¹⁴ | Adults with a BMI ≥ 40 kg/m ² (adults aged 16+). |
| Carers | Those who are in receipt of a carer's allowance, or those who are the main carer of an elderly or disabled person whose welfare may be at risk if the carer falls ill. |
| Close/Household contacts of immunocompromised individuals aged 6 months and over | Vaccines should be offered to close/household contacts of immunocompromised individuals, who share or expect to share living accommodation on most days over the winter and therefore for whom continuing close contact is unavoidable. |
| Frontline health and social care workers | In order to protect patients in a vulnerable care setting health and social care staff employed by a registered domiciliary care provider who are directly involved in the care of vulnerable patients or clients who are at increased risk from exposure to influenza should be vaccinated by the practice where they are registered as a patient. |
| Frontline health and social care workers | Health and social care workers employed through Direct Payments and/or Personal Health Budgets (such as personal assistants) to deliver domiciliary care to patients and service users. |

¹⁴ Many of this patient group will already be eligible for vaccination due to complications of obesity that place them in another risk category.

Table 2: Groups eligible for national influenza immunisation from any practice either as a registered or unregistered Patient

| Eligible groups | Further details |
|---|--|
| Locum GPs | Where locum GPs wish to be vaccinated, they should be vaccinated by any practice either as a registered or unregistered patient. |
| People in long-stay residential or homes | Vaccination is recommended for people living in long-stay residential care homes or other long-stay care facilities or nursing homes where rapid spread is likely to follow introduction of infection and cause high morbidity and mortality. This does not include, for instance, prisons, young offender institutions, or university halls of residence. |
| Frontline health and social care staff without employer led occupational health schemes | <p>In order to protect patients in a vulnerable care setting the following groups should be vaccinated by any practice either as a registered or unregistered patient:</p> <ul style="list-style-type: none"> • health and social care staff employed by a registered residential care/nursing home who are directly involved in the care of vulnerable patients or clients who are at increased risk from exposure to influenza; and • health care staff employed by a voluntary managed hospice provider who are directly involved in the care of vulnerable patients or clients who are at increased risk from exposure to influenza. |

UKSHA states that this list is not exhaustive, and the clinicians should apply clinical judgement to take into account the risk of influenza exacerbating any underlying disease that a patient may have, as well as the risk of serious illness from influenza itself. Influenza vaccine should be offered in such cases even if the individual is not in the clinical risk groups specified above¹⁵.

¹⁵ Only those Patients eligible for vaccination as defined in this ES specification will be paid for under this ES.

Annex D: Seasonal influenza vaccination programme (as defined in the Flu Letter and the Green Book)

| Eligible groups | Vaccine | Dosage |
|--|--|---|
| At risk children aged from 6 months to less than 2 years | Offer standard egg-grown quadrivalent inactivated influenza vaccine (QIVe). For egg-allergic children under 2 years it is advised that QIVc is offered off-label. | 1 dose unless first influenza vaccination in which case a second dose is recommended at least 4 weeks after the first |
| At risk children aged 2 years to less than 9 years | Offer LAIV unless contra-indicated (or unsuitable), then offer QIVc. | 1 dose unless first influenza vaccination in which case a second dose is recommended at least 4 weeks after the first |
| At risk children aged 9 years to less than 18 years | Offer LAIV unless contra-indicated (or unsuitable), then offer QIVc. | 1 dose |
| At risk adults aged 18-64 years (including pregnant women) | Offer QIVc or QIVr or offer QIVe if QIVc or QIVr are not available. | 1 dose |
| All adults aged 50-64 years | Offer QIVe or QIVc or QIVr (these should be offered where it does not divert stock from clinical at-risk groups and those aged 65 years and over. | 1 dose |
| All adults aged 65 years and over | Offer adjuvanted quadrivalent influenza vaccine (aQIV) or QIVc or QIVr if aQIV is not available. It is recommended that aQIV is offered 'off label' to those who become 65 before 31 March 2022. | 1 dose |

| Eligible groups | Vaccine | Dosage |
|--|--|--------|
| All children aged 2 or 3 years on 31 August 2022 | Offer LAIV. If LAIV is contraindicated (or it is otherwise unsuitable) offer QIVc. | 1 dose |