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Llywodraeth Cynulliad Cymru  
Welsh Assembly Government

GP practices  
Health Boards

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Dear colleagues

### **SWINE FLU VACCINE FOR TRAVEL USE**

I am writing to let you know that the H1N1 (2009) swine flu vaccine can be made available as a travel vaccine. This follows advice from the Joint Committee on Vaccination & Immunisation (JCVI) that the monovalent vaccine could be offered as a travel vaccine for individual benefit to those travelling to southern hemisphere countries during their influenza season.

Information on the southern hemisphere flu season is available from the National Travel Health Network and Centre (NaTHNaC) website at:

[www.nathnac.org](http://www.nathnac.org)

GP practices should be holding some stocks of the vaccine in order to complete the vaccination of those in priority groups. They can therefore use these vaccines to vaccinate for travel purposes.

Swine flu vaccines are available to practices free of charge. In light of this, the Welsh Assembly Government cannot identify any circumstances whereby a charge for the cost of the vaccine should be levied on the traveller. Further information on the legal base and liability for this provision is in Annex A.

The charge for administering the vaccine remains a private arrangement between practices and individual patients. If setting a charge for administration of the vaccine, practices may wish to benchmark with the administration element of other travel vaccines or the administration payment for the swine flu vaccine agreed under the DES arrangements.

### **Travel clinics**

Discussions are going on at the UK level about whether the vaccines can be made available in response to requests from private travel clinics that provide a vaccination service to these travellers and advice will be provided when these are completed.

Yours sincerely

**DR TONY JEWELL**



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## **Legal basis**

Under the terms of their primary medical services contracts, contractors (GPs) are not allowed to charge their patients for the provision of any treatment whether under their contract or otherwise (for example see regulation 24(2)(a) of the General Medical Services Regulations 2004). However, there are exceptions to the general rule such as those set out in Schedule 5 of the GMS Regulations. One such exception allows a charge to be made where the treatment consists of an immunisation for which no remuneration is payable by the Health Board (HB) and which is requested in connection with travel abroad.

When considering whether the contractor is receiving remuneration, the HB should not take into account the fact that the contractor has received the H1N1 vaccine free of charge. The central provision of the H1N1 vaccine is not considered to be remuneration.

However, payments under the Swine Flu Directed Enhanced Services (DES) in respect of the priority groups or any other Local Enhanced Services (LES) relating to H1N1 vaccination (such as vaccinating children under 5) would count as remuneration.

Whilst GPs can generally charge patients for administering an H1N1 vaccine in connection with travel abroad, if the contractor is participating in the Swine Flu DES or any LES that provides for a payment in relation to an H1N1 vaccination, no charge can be made to:

- patients in the priority groups defined in the Swine Flu DES; or
- patients who are in a group covered by any local scheme under which the contractor is paid for administering the H1N1 vaccine.

Patients in these groups should receive the vaccination free of charge in accordance with the directed enhanced service or in accordance with the local agreement even if their request is related to travel abroad.

## **Liability**

The UK swine flu vaccine contracts define the use of the vaccines to include the carrying out of a vaccination programme in or outside the UK (type of programme is not defined) and includes the donation or resale to any third party. The clause (75 in the GSK contract) is cross-referenced to the conditions that cover the indemnification of the manufacturers by the Government against the costs of liability and the exclusion of this indemnity where we can prove the damage etc is due to the manufacture of the defective vaccine.

What is not covered is where the damage and injury is due to failure to administer the vaccine correctly i.e. a clinical negligence case. Where the vaccine is being administered for travel purposes, practises will need to ensure that they have professional insurance to cover any injuries in such instances.

Coverage will last for the duration of the existing programme, until end September 2010 and is subject to continued Marketing Authorisation for the H1N1 vaccines.