

# **2024-2026 PCN Grouping Template Collaboration Agreement for practices delivering COVID-19 vaccinations and / or synergistic seasonal influenza vaccinations and / or co-administrated COVID-19 and seasonal influenza vaccinations**



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### INTRODUCTION

The purpose of this 2024-2026 PCN Grouping Template Collaboration Agreement for practices delivering COVID-19 vaccinations and / or synergistic seasonal influenza<sup>1</sup> vaccinations and / or co-administrated COVID-19 and seasonal influenza vaccinations (this “**Agreement**”) is to support the delivery of the individual and collective responsibilities of the Collaborating Practices as part of the COVID-19 vaccination programme as set out in the **General Practice Enhanced Service Specification** (COVID-19 vaccination programme: 1 September 2024 to 31 March 2026) (the “**ES**”) (as amended from time to time) [and:

- to enable a synergistic approach to the delivery of the seasonal influenza vaccine arrangements under the Enhanced Service specification: Seasonal influenza vaccination programme 2024/25 and any Enhanced Service specification: Seasonal influenza vaccination programme 2025/26 (the “**Seasonal Influenza ES**”) in parallel to COVID-19 vaccination clinics delivered in accordance with the ES [and/or]
- to enable the requirement for co-administration of the seasonal influenza vaccine where it is clinically appropriate and the patient consents to it and to do so and in accordance with the Seasonal Influenza ES.]

Signatories to this Agreement are referred to as “Collaborating Practices” which are primary medical services providers which hold GMS, PMS or APMS contracts (“**Contracts**”) and have been awarded and are responsible for delivering the requirements of the ES and the 2024/25 and any 2025/26 Seasonal Influenza ES.

It is recognised that the successful delivery of the COVID-19 vaccination programme will require strong relationships and the creation of an environment of trust and collaboration. This Collaboration Agreement seeks to support those relationships and to establish a “**PCN Grouping**” for the purpose of delivering the requirements of the ES.

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<sup>1</sup> Synergistic seasonal influenza refers to influenza only vaccination clinics run alongside COVID-19 vaccination clinics.

[The Collaborating Practices wish to work together to enable a collaborative approach to the delivery of the Seasonal Influenza ES for the financial years 2024/25 and 2025/26. This Agreement does not set a precedent for future years.]

This Agreement supplements and operates in conjunction with the Collaborating Practices' existing Contracts and the respective obligations under these Contracts continue.

References in this Agreement to the “**Commissioner**” are to NHS England.

## COLLABORATING PRACTICES

The Collaborating Practices of our PCN Grouping are:

Name and address of Collaborating Practice	Name of signatory	Signature of signatory and date of signature

In this Agreement, “**we**” or “**us**” means all Collaborating Practices.

## AGREED TERMS

### COMMENCEMENT AND STATUS

1. This Agreement sets out how we will work together as a PCN Grouping to deliver the requirements of the ES and the Seasonal Influenza ES to eligible patients.

2. This Agreement will be effective on the date that it is signed by all of the Collaborating Practices (the “**Commencement Date**”) and will continue, unless terminated earlier in accordance with this Agreement until the expiry of the ES and the Seasonal Influenza ES.
3. Each Collaborating Practice warrants that it has confirmed its participation in the ES and the Seasonal Influenza ES in accordance with the relevant contractual process.
4. We agree that this Agreement is legally binding and is not an NHS Contract pursuant to section 9 of the National Health Service Act 2006.

## PRINCIPLES

5. We acknowledge that nothing in this Agreement is intended to vary, relax or waive any rights or obligations contained in our primary medical services contracts.
6. We will work together to deliver the requirements of the ES and the Seasonal Influenza ES.
7. We will co-operate with each other (and others so far as is reasonable) in a timely and effective way and give to each other such assistance as may reasonably be required in connection with this Agreement and the delivery of the services under the ES and the Seasonal Influenza ES. This includes co-operation in respect of delivering services under each agreement separately, where this is clinically necessary or appropriate for medical or patient consent reasons, or is necessary or expedient for operational or logistical reasons.
8. We will openly, honestly and efficiently share information with each other that is relevant to the requirements of the ES, the Seasonal Influenza ES and is reasonably requested in so far as it is lawful to do so (and with others in so far as it is reasonable and lawful).
9. We will aim to update this Agreement to incorporate any relevant statutory changes and any changes in the way we work together as agreed in accordance with the decision-making process set out in this Agreement.
10. We will aim to update this Agreement as and when required. We understand that the COVID-19 vaccination programme is fast moving and that the ES will be updated from time to time. We understand that the Seasonal Influenza ES may also be updated from time to time and there will be a period between the Enhanced Service specification: Seasonal influenza vaccination programme 2024/25 and any Enhanced Service specification: Seasonal influenza vaccination programme 2025/26 becoming available, when we are not required to administer seasonal influenza vaccinations. We will endeavour to ensure that the arrangements between us are in line with the ES and the Seasonal Influenza ES, as they are amended from time to time.

11. We will carry out our obligations under this Agreement.
12. We will carry out our obligations with all due care, skill and ability and use our best endeavours to promote the interests of patients.
13. We will devote such time as may be required to properly carry out our obligations.
14. In carrying out our obligations, we will comply with all applicable laws and have regard to all relevant guidance published by the Commissioner or referenced within the ES and the Seasonal Influenza ES.
15. We are each responsible for ensuring our individual regulatory compliance and any shared obligations in relation to regulatory compliance.
16. Where any incident that may impact on patient safety arises or where there is any potential breach of the ES or the Seasonal Influenza ES, we will ensure that all Collaborating Practices are made aware as soon as practicable after we become aware of the issue. This is in addition to any action that may be required by our own Contracts.
17. Where any patient safety incident or potential breach of the ES or the Seasonal Influenza ES is investigated by a commissioner or a regulator, we will work collectively to respond to such investigation and share all relevant information with each other, the commissioner or regulator (as relevant) for the purpose of that investigation.
18. Where any of us propose any change to how we deliver the requirements of the ES and/or the Seasonal Influenza ES as set out in this Agreement, we will discuss how best to involve and/or inform patients of those proposed changes in line with our collective and individual patient engagement obligations.

## ACTIVITIES

19. We have nominated, and the Commissioner has approved, the premises at [insert location] as the premises from which the COVID-19 vaccination as set out in the ES will be delivered to eligible patients (the “**Designated Site**”). We have agreed to deliver Seasonal Influenza vaccination from the Designated Site in accordance with **Schedule 9**. [The property arrangements for the use of the Designated Site(s) are set out at **Schedule 1**.]
20. We have agreed that the [insert name] practice shall be the Host Practice, which shall provide the Host Services set out at **Schedule 2** from the Commencement Date and subject to **Clause 65** unless or until it is terminated in accordance with **Clause 2**.
21. We agree that we will work together in a collaborative manner to deliver the requirements of the ES. The arrangements for this collaborative working are set out in **Schedule 3** which describes the activities which will be undertaken by us and

includes our arrangements for how we will deliver the clinics and responsibility is shared between us. **Schedule 3** also sets out the agreed governance arrangements in relation to the delivery of any Short Term/Temporary Site (as defined in the ES) clinics from which we will administer COVID-19 vaccinations. Unless by exception and agreed with the Commissioner in writing for a specific period, we shall administer the majority of COVID-19 vaccinations from the Designated Site. We each agree to comply with our individual obligations as set out in **Schedule 3**.

[21A. We also agree that we will work together in a collaborative manner to deliver the requirements of the Seasonal Influenza ES. The arrangements for this collaborative working are set out in Schedule 9 which describes the activities which will be undertaken by us and includes our arrangements for how we will deliver the clinics and responsibility is shared between us. Schedule 9 also sets out the agreed governance arrangements in relation to the delivery of any Short Term/Temporary Site clinics from which we will administer seasonal influenza vaccinations. We shall administer the majority of the seasonal influenza vaccinations supplied by us to our temporary single medical practice from the Designated Site. We each agree to comply with our individual obligations as set out in Schedule 9.]

22. We are satisfied that the Collaborating Practices, working together as the PCN Grouping is a temporary single medical practice and that the Patients who attend for COVID-19 vaccinations and/or Seasonal Influenza vaccinations are attending what is deemed to be a temporary single medical practice for the purpose of regulations 3(8)(b) and 3A(1) and regulation 3(5), (8) and (9) of the Human Medicines Regulations 2012.

## STAFF SHARING ARRANGEMENTS

23. We acknowledge that **Schedule 4.1** sets out arrangements, in the form of a Memorandum of Understanding in relation to staff, including any arrangements for the re-deployment of existing staff of the Collaborating Practices ("**Staff**") for the purposes of delivering the COVID-19 Vaccination Programme. By signing the Memorandum of Understanding at **Schedule 4.1** we each agree to comply with our individual obligations as set out in it.

## FINANCIAL ARRANGEMENTS

24. We acknowledge that **Schedule 5** describes the financial arrangements between the Collaborating Practices. We each agree to comply with our individual obligations as set out in **Schedule 5**.
25. We each agree that payment is utilised in a manner that constitutes an efficient and effective use of NHS funding.

## INFORMATION SHARING AND CONFIDENTIALITY

26. For the purposes of this Agreement, confidential information means the provisions of this Agreement and all information provided in connection with this Agreement which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement.
27. We may each request from any Collaborating Practice any information, including confidential information, which the requesting Collaborating Practice, acting reasonably, considers is necessary to enable us to carry out the activity of our PCN Grouping as set out in this Agreement. Such information may include (but is not limited to) patient records, information on expenditure on PCN Grouping related activity, information on performance of activity under this Agreement and information on, or relevant to, staff sharing arrangements.
28. Where information, including confidential information, is requested by a Collaborating Practice, acting reasonably, for submission to the Commissioner for the purposes of showing compliance with the requirements of the ES and/or the Seasonal Influenza ES, we will, provided we are satisfied that there is a lawful basis for doing so, provide the information as requested.
29. Provided information is requested in accordance with **Clause 28** we agree that we will not unreasonably withhold agreement to share information following a request from another Collaborating Practice.
30. We will use reasonable endeavours to ensure that any information provided to another Collaborating Practice in accordance with this Agreement is accurate in all material respects and we will provide such information within reasonable timescales and in the format requested, having regard to any due contractual, and subject to any other legal, obligations.
31. We agree that sharing and processing of patient records and other information considered to be personal data under any applicable data protection legislation will take place as and when it is required. We each agree to comply with our individual obligations as set out in the Data Sharing Agreement at **Annex 1**.
32. Subject to **Clause 34** and/or unless the information is to be provided to the Commissioner to show compliance with the requirements of the ES and/or the Seasonal Influenza ES, we will keep confidential all confidential information disclosed to any one of us by any Collaborating Practice in connection with this Agreement and we will use all reasonable endeavours to prevent staff in our organisations or any other person under our express or implied control from making any disclosure to any person of that information.

33. In addition to disclosing any confidential information to the Commissioner for the purposes of the ES and/or the Seasonal Influenza ES (and payment and verification under the ES and/or the Seasonal Influenza ES), any Collaborating Practice may disclose another Collaborating Practice's confidential information:
- a) to comply with applicable legislation;
  - b) to any appropriate regulatory body;
  - c) in connection with any dispute resolution or litigation between the Collaborating Practices; and
  - d) as permitted under any other express arrangement or other provision of this Agreement,
- provided that:
- e) the Collaborating Practice whose confidential information is being disclosed is, where practicable, given prior notification of the disclosure; and
  - f) the disclosure is reasonably considered to be necessary.

## INDEMNITY ARRANGEMENTS

34. Each Collaborating Practice accepts unlimited liability for:
- a) death or personal injury caused by its own negligence; and
  - b) fraud committed by it or on its behalf.
35. Save as set out in **Clause 34**, no Collaborating Practice shall be liable to any other for (a) any indirect or consequential loss or (b) any loss of use or loss of profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.
36. Each Collaborating Practice agrees to indemnify and keep indemnified the other Collaborating Practices (including the Host Practice) against all costs, claims, demands, liabilities and damages incurred or suffered by a Collaborating Practice as a result of any act or omission of the indemnifying Collaborating Practice, or its employees or agents except in so far as such costs, claims, demands, liabilities or damages arise or are contributed to as a result of any act or omission of any other Collaborating Practice or of its employees or agents.
37. Each Collaborating Practice shall ensure that its indemnity and insurance arrangements during the term of this Agreement are sufficient to cover its liabilities under this Agreement, including liabilities in respect of Staff and any third parties attending any premises for the purposes of delivering the requirements of the ES



and the Seasonal Influenza ES. Any Collaborating Practice shall upon request produce to another evidence that the indemnity and insurance arrangements are in place and up-to-date. The Clinical Negligence Scheme for General Practice (CNSGP) provides clinical negligence indemnity cover for all staff engaged by a Collaborating Practice under the CNSGP Regulations. It covers NHS activities delivered by a Part 4 contractor under a Primary Medical Services contract (including an NHS standard contract with Schedule 2L), a Primary Medical Services sub-contractor, or the provision of 'Ancillary Health Services' for a Part 4 contractor or Primary Medical Services sub-contractor such as an Enhanced Service. Cover under CNSGP is not restricted to a Collaborating practice's registered patients so applies to the provision of the ES by the Collaborating Practices to a person such as practice staff who are not on the registered list of that Collaborating Practice.

38. The Collaborating Practices shall take reasonable steps to advise any relevant Staff that they should consider whether they are covered by appropriate professional indemnity arrangements in respect of their involvement or activities in delivering the requirements of the ES and the Seasonal Influenza ES.
39. If and to the extent that the indemnity arrangements set out in **Clauses 34 to 38** conflict with indemnity arrangements in any other agreement or memorandum of understanding relating to the engagement of Staff to deliver the requirements of the ES and the Seasonal Influenza ES, the provisions of this agreement shall apply.

## SUB-CONTRACTING OF CLINICAL MATTERS

40. We have agreed the sub-contracting of clinical matters set out at **Schedule 6** which we consider is necessary to deliver the requirements of the ES and the Seasonal Influenza ES. Each Party shall, before undertaking such sub-contracted clinical services, assure itself that the proposed sub-contracted services are covered by the indemnity arrangements under the Clinical Negligence Scheme for General Practice.

## INTELLECTUAL PROPERTY

41. For the purposes of this Agreement, intellectual property means rights in and to inventions, patents, design rights (registered or unregistered), copyrights, rights in confidential information, database rights and any similar or analogous rights that exist anywhere in the world and including any application for any registration of the foregoing.
42. Each of us has our own existing intellectual property and we will retain the ownership of our respective intellectual property rights.

43. If any of us creates any new intellectual property in the course of this Agreement, the Collaborating Practice which creates the intellectual property will own the rights to that intellectual property unless agreed otherwise.
44. We agree that in the interest of our PCN Grouping we will grant to each other a royalty free non-exclusive license to use our existing and newly created intellectual property for the purposes of fulfilment of our obligations under this Agreement.

## MEETINGS AND DECISION-MAKING

### Meetings

45. We will arrange and attend meetings as often as is necessary to discuss any issues relating to the ES and the Seasonal Influenza ES including (but not limited to) performance, strategies and the operating environment relating to the delivery of the requirements of the ES and the Seasonal Influenza ES.
46. We will agree an agenda prior to each meeting and ensure papers are circulated to each Collaborating Practice in advance.
47. With the agreement of Collaborating Practices (such agreement not to be unreasonably withheld), partners who are not Collaborating Practices may attend meetings of the Collaborating Practices to participate in discussions for the efficient and effective delivery of the requirements of the ES and the Seasonal Influenza ES.

### Meetings generally and decision-making

48. Further arrangements relating to meetings of the Collaborating Practices including (but not limited to) ways in which meetings can be held, attendance and quorum requirements, and how decisions are made are set out in **Schedule 7**.

## JOINING THE PCN GROUPING

49. Where a person or organisation indicates that it wishes to join our PCN Grouping, the relevant Collaborating Practice(s) will notify the others and the request shall be discussed by all other Collaborating Practices as soon as practicable, as per the governance arrangements set out within **Schedule 7**.
50. In accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, it will be considered and decided whether it is appropriate for that person or organisation to join our PCN Grouping.
51. We acknowledge that a person or organisation seeking to join our PCN Grouping must comply with the process of participation in the ES and the Seasonal

Influenza ES, which includes an award from the Commissioner of the ES and participation in the Seasonal Influenza ES.

52. Where a person or organisation joins our PCN Grouping, this Agreement will be updated in accordance with the variation procedure set out in **Clause 66** to include reference to that person or organisation as a Collaborating Practice and to reflect any consequential amendments to the Schedules of this Agreement that have been determined.

## LEAVING THE PCN GROUPING

53. **Clauses 54 to 65** below set out the minimum requirements relating to situations where a Collaborating Practice departs or is required to leave our PCN Grouping.

### Voluntary departure

54. A Collaborating Practice may choose to leave our PCN Grouping by giving no less than [6 months] notice to the other Collaborating Practices. We acknowledge that 6 months notice will be required to enable the Collaborating Practices to liaise with the Commissioner and ensure the continuity of the arrangements. From the date the Collaborating Practice leaves our PCN Grouping, that Collaborating Practice will also be removed from this Agreement and the Agreement will continue in force as between the remaining Collaborating Practices unless determined otherwise in accordance with the decision-making arrangements set out in **Schedule 7** and any requirements of the ES and the Seasonal Influenza ES.
55. In accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):
- a) the consequences of that Collaborating Practice's departure in relation to our activities under this Agreement, financial arrangements, staffing arrangements and any other PCN Grouping related matters;
  - b) the actions required of the departing Collaborating Practice; and
  - c) the actual leaving date.
56. The departing Collaborating Practice agrees to comply with all reasonable actions that are determined to be required of it before the actual leaving date. Such actions may include executing such documents and/or providing such information as required to ensure the delivery of the requirements of the ES and the Seasonal Influenza ES can be continued by the remaining Collaborating Practices. If any actions are not completed prior to the actual leaving date, the departing Collaborating Practice will complete those actions as soon as practicable after that date.

57. With effect from the date the Collaborating Practice leaves our PCN Grouping, we will ensure that this Agreement is updated in accordance with the variation procedure set out in **Clause 66** to remove references to the departed Collaborating Practice and to reflect any changes to the **Schedules** that have been determined, including, without limitation, changes to our activities taking into account any relevant requirements of the ES and the Seasonal Influenza ES.

## Expulsion

58. A Collaborating Practice may be required to leave our PCN Grouping in certain circumstances. These include committing an act or omission set out in **Clause 59** or where an event set out in **Clause 7** below occurs. From the date a Collaborating Practice is expelled from or required to leave our PCN Grouping, that Collaborating Practice will be removed from this Agreement and the Agreement will continue in force as between the remaining Collaborating Practices unless determined otherwise in accordance with the decision-making arrangements set out in **Schedule 7** and any relevant requirements of the ES and the Seasonal Influenza ES.
59. A Collaborating Practice must notify the relevant individual/groups as set out within the governance arrangements within **Schedule 7** if that Collaborating Practice or another Collaborating Practice:
- a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 calendar days after being notified in writing to make such payment;
  - b) commits a material breach of any term of this Agreement and that breach is either irremediable or (if such breach is remediable) fails to remedy that breach within the period determined and notified in writing;
  - c) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

for the purposes of **Clause 59(b)** material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which one or more Collaborating Practices would otherwise derive from this Agreement.

60. Where a Collaborating Practice has notified the relevant individuals/groups in accordance with **Clause 59** and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):
- a) the process to be followed for investigating the matter;

- b) if it is determined that the relevant event occurred:
  - i. the consequences of the event in relation to the PCN Grouping activities, financial arrangements, staffing arrangements and any other PCN Grouping related matters;
  - ii. the actions required of any Collaborating Practice including the Collaborating Practice determined to have committed the event;
  - iii. whether, taking into account the seriousness of the event and any other relevant factors, the Collaborating Practice should be given the opportunity to rectify the matter or whether the relevant Collaborating Practice should be expelled from our PCN Grouping;
- c) if it is determined that the Collaborating Practice is to be expelled, any actions required of that Collaborating Practice and the expulsion date (having regard to the need for the Collaborating Practices to liaise with the Commissioner and ensure the continuity of the arrangements).

61. A Collaborating Practice must notify all other Collaborating Practices as soon as it becomes aware that any of the events below may occur to that Collaborating Practice or another Collaborating Practice:

- a) its Contract expires or is terminated; or
- b) a Collaborating Practice undergoes an event of insolvency listed in **Schedule 7**.

62. Where a Collaborating Practice has notified other Collaborating Practices in accordance with **Clause 59** and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):

- a) the likelihood of the relevant event occurring;
- b) the consequences of the relevant event occurring in relation to PCN Grouping activities, financial arrangements, staffing arrangements and any other PCN Grouping related matters;
- c) if it is determined that the relevant event is likely to occur or has occurred,
  - i. the actions required by any Collaborating Practice including the Collaborating Practice to whom the event is likely to occur or has occurred;
  - ii. whether the Collaborating Practice to whom the event is likely to occur or has occurred is required to leave our PCN Grouping and

if so the leaving date (having regard to the need for the Collaborating Practices to liaise with the Commissioner and ensure the continuity of the arrangements).

63. Where it is determined that a Collaborating Practice is to be expelled from or is required to leave our PCN Grouping, that Collaborating Practice agrees to comply with all reasonable actions that are determined to be required of it before the expulsion/leaving date. Such actions may include executing such documents and/or providing such information as required to ensure the delivery of the ES and the Seasonal Influenza ES can be continued by the remaining Collaborating Practices. If any actions are not completed prior to the expulsion date, the expelled Collaborating Practice will complete those actions as soon as practicable after that date.
64. With effect from the expulsion date, we will ensure that the Agreement is updated in accordance with the variation procedure to remove references to the expelled Collaborating Practice and to reflect any changes to the Schedules that have been determined.

## Departure of the Host Practice

65. Where the Collaborating Practice that has chosen to leave the PCN Grouping or is expelled from the PCN Grouping in accordance with **Clauses 54 to 64** is also the Host Practice, the remaining Collaborating Practices shall agree a replacement Host Practice which shall provide the Host Services set out at **Schedule 2** from the leaving date of the original Host Practice until this Agreement is terminated in accordance with **Clause 2**.

## VARIATION PROCEDURE

66. No variation of this Agreement shall be effective unless it is in writing and signed by all Collaborating Practices (or their authorised representatives).

## TERMINATION

67. If all Collaborating Practices cease to hold the ES and the Seasonal Influenza ES or all Collaborating Practices wish to wind up our PCN Grouping, our PCN Grouping will be dissolved and this Agreement will terminate.
68. Prior to:
  - a) the expiry of the ES and the Seasonal Influenza ES; or
  - b) all Collaborating Practices ceasing to deliver the ES and the Seasonal Influenza ES or deciding to wind up our PCN Grouping,

and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant) having regard to any views of the Commissioner:

- c) the consequences of the expiry or termination in relation to PCN Grouping activities, financial arrangements, staffing arrangement and any other PCN Grouping related matters;
  - d) the actions required of the Collaborating Practices; and
  - e) the actual expiry or termination date.
69. We each agree to comply with all reasonable actions that are determined to be specifically required of our organisation before this Agreement expires or terminates. If any actions are not completed prior to the expiry or termination date, we will complete those actions as soon as practicable after that date.

## EVENTS OUTSIDE OUR CONTROL

70. If an event occurs that is reasonably considered to be outside the reasonable control of the relevant Collaborating Practices and that event prevents one or more of us from carrying out our obligations under this Agreement, the affected Collaborating Practice(s) must:
- a) notify all other Collaborating Practices as soon as practicable after the start of the event and after the event ceases;
  - b) take all reasonable steps to mitigate the consequences of that event;
  - c) resume performance of its obligations as soon as practicable; and
  - d) use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
71. We agree that, provided an affected Collaborating Practice has complied with **Clause 70**, we will not be entitled collectively or individually to bring a claim for breach of obligations against the affected Collaborating Practice. The affected Collaborating Practice will not incur any liability to any of us for any losses or damages incurred by one or more of us provided that the event prevents the affected Collaborating Practice from carrying out its obligations under this Agreement.

## DISPUTE RESOLUTION

72. If any of us have a dispute in relation to this Agreement, we will seek to resolve the dispute together by holding meetings in accordance with **Schedule 7**. We will aim to discuss the dispute with a view to finding a resolution.
73. If we are unable to come to a satisfactory resolution between ourselves, any Collaborating Practice that is party to the dispute may refer the dispute to our Local Medical Committee (LMC). If the LMC agrees to hear our dispute, we will work with the LMC to agree a process for hearing the dispute.

## GENERAL

74. If a conflict or inconsistency arises between any wording in a Clause of this Agreement and any wording included in a Schedule of this Agreement, the wording in the Clause will take precedence unless this Agreement expressly states that in relation to a particular Clause or Clauses, a Schedule takes precedence.
75. We may have individual arrangements that are relevant to this Agreement with organisations that are not party to this Agreement. We may set out those arrangements in **Schedule 8**. If a conflict or inconsistency arises between any wording in a Clause or a Schedule of this Agreement (other than **Schedule 8**) and any wording included in **Schedule 8**, the wording in the Clause or Schedule (other than **Schedule 8**) will take precedence.
76. Unless we list any arrangements in **Schedule 8**, this Agreement constitutes the entire agreement between us in relation to our PCN Grouping and the ES and the Seasonal Influenza ES and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to our PCN Grouping and the ES and the Seasonal Influenza ES. This Agreement is entirely separate to any arrangements between the Collaborating Practices and/or other practices which are members of a Primary Care Network under the Network Contract Directed Enhanced Service.
77. Termination or expiry of this Agreement or the fact that a Collaborating Practice has been removed from this Agreement will not affect any rights, remedies, obligations or liabilities of the Collaborating Practices that have accrued up to the date of termination, expiry or removal, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, expiry or removal.
78. If this Agreement expires, terminates or a Collaborating Practice is removed from this Agreement, those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such



expiry, termination or removal, will so continue and continue to apply to a Collaborating Practice.

79. Any relaxation or delay of any of us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect our ability subsequently to exercise that right.
80. If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.
81. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.
82. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
83. Any notices given under this Agreement must be in writing and must be served by hand or post to the address of the relevant other Collaborating Practice(s) set out in the Agreement. Notices:
  - a) by post will be effective upon the earlier of actual receipt, or five calendar days after mailing;
  - b) by hand will be effective upon delivery; and
  - c) by email.
84. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and, subject to the dispute resolution provisions set out above, each Collaborating Practice irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1

### Designated Site[s] (Property Arrangements)

The Designated Site as at the Commencement Date is [insert location].

[insert property arrangements details].

[The Collaborating Practices (to the extent necessary) shall comply with the requirements of the [property arrangements].]

[Insert provisions for additional Designated Sites]

In the event that there is a requirement to change the Designated Site the Collaborating Practices shall agree a site (“the nominated site”) which the Host Practice shall apply to be designated (in accordance with the Designation Process of the Commissioner) as a Designated Site.

## Schedule 2

### Host Services

**[This Schedule will need to reflect the local arrangements and it may be possible to have more than one Host Practice i.e. different practices leading on different elements of the arrangements). Collaborating Practices should consider the level of complexity involved in establishing more than one Host Practice and must ensure that the arrangements between the practices are clearly documented.**

**Where practices co-administer the seasonal influenza and COVID-19 vaccines, the practices must nominate the same host practice to receive co-administered seasonal influenza vaccination payments under the Seasonal Influenza ES.]**

The Host Practice will carry out the Host Services as described in this Schedule 2 exercising reasonable skill and care in accordance with this Agreement, the ES and the Seasonal Influenza ES or otherwise to the reasonable satisfaction of the Collaborating Practices.

The Collaborating Practices shall provide the Host Practice with such information as may reasonably be required to permit the Host Practice to ensure that the Host Services are provided by appropriately skilled, qualified, experienced and trained personnel and shall be fully responsible and liable for the acts and omissions of such personnel arising out of this Agreement.

[The Host Practice shall be entitled to invoice the Collaborating Practice for the Host Services provided by the Host Practice in accordance with **Schedule 5.**]

[The Host shall be responsible, on behalf of all of the Collaborating Practices for:

Establishing, managing and circulating information from a central PCN grouping email address (which may be required on an urgent basis);

- arrangements for reporting of activity data, vaccine stock (to include stock use and stock forecasting which must include the brand of vaccine delivered and required by the PCN grouping), available capacity and submission of required data to commissioners as well as communicating with patients, including but not limited to call/re-call;
- arrangements to minimise wastage of vaccine;
- collaborating with any national, regional and system processes and requirements in relation to vaccine stock forecasting and ordering

arrangements that are put in place, which will include providing daily or weekly updates on actual stock use, vaccinations delivered (including brand of vaccine used), wastage and forecasted requirements;

- planning service delivery arrangements in line with stock forecasting and ordering arrangements including:
  - planning clinics according to expected vaccine supply;
  - coordinating required trained staff;
  - ordering and/or obtaining required vaccine and consumables supply within required timeframes;
  - receiving and safely storing supply; and
  - organising the amendment of clinic schedules if there is a disruption to supply and undertake timely communication of any changes to patients;
- [staff sharing in accordance with Schedule 4;][The management of the financial arrangements between the Collaborating Practices and if relevant, financial arrangements relating to other healthcare providers (such as community pharmacies) outside of its PCN Grouping involved in local delivery of the ES and the Seasonal Influenza ES and as set out at **Schedule 5**;
- [arrangements in relation to the designation and use of the Designated Site (including security provisions) and any other relevant premises as set out at **Schedule 1** including liaison with the Commissioner where necessary in relation to the demonstration of value for money or exceptional circumstances which require the use of a location other than the Designated Site;]
- [arrangements for recording of the administration of seasonal influenza/COVID-19 vaccinations as required by the ES and/or the Seasonal Influenza ES]
- arrangements with the Commissioner regarding the hours of operation of the vaccination clinics;
- arrangements for the Collaborating Practices to deliver “Surge” in accordance with the ES;
- arrangements for the Collaborating Practices to “Pause” in accordance with the ES.

as required in relation to the ES and the seasonal influenza ES.]

## Schedule 3

### [The COVID-19 Services]

We acknowledge that the requirement to provide the COVID-19 vaccination under the ES will begin on the date to be notified to us by the Commissioner.

The ES (as varied from time to time) shall be treated as if it is incorporated into this Schedule 3 and the Collaborating Practices shall ensure that it is complied with.

We agree that we shall be considered to jointly and severally own the vaccine which is provided to us by the Commissioner to deliver the ES. Any movement of the COVID-19 vaccine within the temporary single medical practice will not be considered a “supply” of the COVID-19 vaccine between the Collaborating Practices if it is to a Collaborating Practice’s practice premises, or to a care home or Short Term/Temporary Site (which has been notified to the Commissioner in accordance with the ES) under arrangements for administration as part of the Collaboration Agreement. There is no transfer of ownership or accountability of the COVID-19 vaccine, only physical custodianship of the COVID-19 vaccine.

We shall agree on the arrangements in relation to consumables between us.

[Practices to insert the responsibilities of each of the Collaborating Practices to deliver the ES including the required vaccinations where the Practices must make arrangements to vaccinate Patients, clinical model (i.e. how clinics are delivered (at the Designated Site(s), to Care Homes and in patients’ homes) and responsibility is shared between Collaborating Practices within the PCN Grouping.)]

Unless by exception and agreed with the Commissioner in writing for a specific period, the minority of COVID-19 vaccinations shall be administered by us from locations other than the Designated Site. This may include the administration of COVID-19 vaccinations from individual Collaborating Practices’ practice premises (as set out within the relevant Collaborating Practices’ Contract), care homes or Short Term/Temporary Sites. Recognising the fragility of these products and to maintain their safety, quality and efficacy, the administration of COVID-19 vaccinations at these locations will only occur where there is a specific reason for the administration of the COVID-19 vaccination at the location, which may include (but is not limited to):

- to increase the possibility of opportunistic administration of the COVID-19 vaccinations alongside other primary medical services to increase take up of the vaccine;

- eligible Patients are unable to travel to the Designated Site;
- the population being accessed would otherwise be defined as underserved; or
- to reduce health inequalities.

We will notify the Commissioner in accordance with the ES of our intention to deliver a Short Term /Temporary Site clinic from which we shall administer COVID-19 vaccinations. We will only deliver a Short Term/Temporary Site clinic where we have notified the Commissioner and where we have agreed in writing between us (and annexed to this Schedule 3):

- responsibility for transport/storage of the vaccine;
- responsibility for the clinical model; and

at all times, the provisions set out in this Collaboration Agreement remain in force including that we are operating as a temporary single medical practice and that we are considered joint and several owners of the vaccine.

We understand that we will need to reach agreement with the Commissioner to administer more than a minority of COVID-19 and/or influenza vaccinations from a location other than the Designated Site for a proposed duration and this will include us demonstrating:

- the exceptional circumstances and identified Patient need (for example, we understand that agreed exceptional circumstances and identified Patient need would be where we have agreed to only administer vaccinations as set out at paragraph 7.3 of the ES);
- the period during which we expect the exceptional circumstances and Patient need to continue for;
- the governance arrangements in place between us including:
  - responsibility for transport/storage of the vaccine;
  - responsibility for the clinical model; and

at all times, the provisions set out in this Collaboration Agreement remain in force including that we are operating as a temporary single medical practice and that we are considered joint and several owners of the vaccine;

- the benefit to Patients that will be achieved by the Commissioner agreeing to the proposed arrangements;

We will only “supply” COVID-19 vaccine to Collaborating Practice’s practice premises where we have agreed in writing between us (and annexed to this Schedule 3):

- responsibility for transport/storage of the vaccine;
- responsibility for the clinical model; and

at all times, the provisions set out in this Collaboration Agreement remain in force including that we are operating as a temporary single medical practice and that we are considered joint and several owners of the vaccine.

We shall not “supply” COVID-19 vaccine to Collaborating Practice’s practice premises for the purpose of the administration of vaccinations at Care Homes or Short Term/Temporary Site clinics. Movement of the vaccine for the administration of vaccinations at Care Homes, Short Term/Temporary Site clinics or any other location agreed with the Commissioner shall be directly from the Designated Site.

We shall have in place appropriate arrangements to ensure that there shall not be any co-administration of the COVID-19 vaccination and the seasonal influenza vaccination, until after such time that this may be recommended and this Agreement is varied to enable co-administration of the vaccinations by the Collaborating Practices.



## Schedule 4.1

### Staff Sharing Arrangements

#### Memorandum of Understanding for Staff Sharing between NHS Bodies

##### To Facilitate the Administration of COVID-19 Vaccine

BETWEEN:

Each Participating Body identified in the Introduction to this MOU, collectively the "Participating Bodies".

#### INTRODUCTION:

- A. This Memorandum of Understanding (which may be referred to as the Vaccination MOU) is applicable to any organisation or who is a signatory to this MOU (or has provided electronic written confirmation they agree to the terms of this MOU) (a "Participating Body").
- B. This MOU sets out the intention of the Participating Bodies to work together to deliver the COVID-19 and/or the seasonal influenza vaccination programme ("the Vaccination Programme") commencing in [insert date].
- C. The Participating Bodies have committed to working together in a collaborative and mutually supportive way to deliver the Vaccination Programme for the benefit of the public.
- D. This MOU relates to members of staff ("the Staff Members", who may include, but are not limited to, employees, workers, self-employed general practitioners, volunteers and agency workers) who are employed or engaged by a Participating Body ("a Sending Body") but are provided to work for a Host Practice from time to time as directed by the Host Practice for the purposes of delivering the Vaccination Programme as set out in this MOU.
- E. The Participating Bodies wish to ensure the proper compliance with clinical governance requirements, while avoiding unnecessary bureaucracy which may impede the movement of Staff Members, including pre-employment checks and training requirements.
- F. Paragraphs 8 and 9 of this MOU are intended to be legally binding as between the Participating Bodies. Subject to this, it is recognised that the other provisions of this MOU are not intended to be legally enforceable but that the Participating Bodies will agree to provide each other with reasonable cooperation and assistance when operating the provisions of this MOU.

## THE PARTICIPATING BODIES AGREE AS FOLLOWS:

### 1. STATUS

This MOU in no way changes or modifies any rights or obligations under any existing contract of employment, honorary contract or other contract held by a Staff Member with their employer or any other Participating Body.

### 2. COMMUNICATION BETWEEN PARTICIPATING BODIES

The Participating Bodies shall co-operate with each other in addressing any requests under this MOU and in providing information to each other in order to ensure the effective operation of the Vaccination Programme.

### 3. STAFF MEMBERS

- 3.1. By agreement between the Participating Bodies (as set out more fully at paragraph 4 below), a Staff Member of a Sending Body may be provided on a temporary basis to work for the Host Practice, whether at the Host Practice's premises, the premises of another Participating Body or at such other facility as may have been created or re-purposed to support the Vaccination Programme.
- 3.2. The Participating Bodies agree that the Staff Member shall remain an employee, worker or contractor (as the case may be) of their Sending Body at all times and that nothing in this MOU creates (or is intended to create) an additional employment or other relationship between the Staff Member and the Host Practice. The Staff Member shall not be entitled to receive any salary, pension, bonus or other benefits or payments from the Host Practice but will continue to receive such remuneration and benefits as may be due to them from their employer or other Sending Body.

### 4. REQUEST PROCESS

Unless other arrangements are agreed between Participating Bodies, the following process will be adopted by the Participating Bodies before a Staff Member commences work for a Receiving Body:

- 4.1. The Host requiring support via this MOU will make a request via its local Primary Care Network grouping ("PCN grouping"), which will evaluate the request (the "Request") and may facilitate discussions with potential Sending Bodies. The Request shall identify:
  - 4.1.1. the numbers of Staff Members requested;

- 4.1.2. the roles and/or job types of Staff Members (including where appropriate the required numbers of vaccinators, other healthcare professionals, stewards and administrative and other staff);
  - 4.1.3. when it is desirable for Staff Members to commence work at the Host Practice;
  - 4.1.4. if known at the time of making the request, the length of time that Staff Members are expected to be needed at the Host Practice for the purpose of assisting in the administration of a batch of vaccine (a "Vaccination Session")
  - 4.1.5. if the Host Practice is aware that a number of batches of vaccine will be received for administration according to a known or proposed schedule, details of that schedule; and
  - 4.1.6. any other information which may be relevant.
- 4.2. Upon receipt of the Request via the PCN Grouping, each Sending Body will consider whether it can comply in whole or part with the Request and will confirm its position within 24 hours of receipt of a Request. If the Request can be agreed (either wholly or partially), the Participating Bodies, and any third party organisations whose involvement may be necessary to facilitate the implementation of the Request, will liaise to agree any practical arrangements required to implement the Request and will comply with any notification arrangements that may be in place at national, regional or local level for the provision of staff under this MOU.
- 4.3. This Request process may be varied at any time by agreement between the Participating Bodies and the PCN.

## **5. STAFF ASSURANCE**

- 5.1. The Participating Bodies and the PCN are satisfied and give assurance to each other that they have in place appropriate processes which have verified any relevant Staff Members falling under this MOU as having passed any necessary mandatory checks and training necessary for that Staff Member to practise safely in their role at their Sending Body. For Immunisers, Registered Healthcare Professionals and Healthcare Assistants this includes assurance that the Staff Member has met the NHS Employment Check Standards issued under Health Circular HSC2002/008 (as revised from time to time), at the time of recruitment and on an ongoing basis, and that has completed mandatory and other training requirements deemed sufficient by their Sending Body to work in their substantive role. For the avoidance of doubt, where those mandatory checks involve Disclosure and Barring Service (DBS) checks, the Sending Body will as a minimum have carried out a "fast-track" check of the Adults' and Children's Barred Lists under the emergency fast-track COVID-19 arrangements put

in place by the DBS, while awaiting the results of a full DBS check, and will notify the Host Practice of any Staff Member to whom only emergency Barred List checks have been completed so that the Host Practice may undertake a risk assessment and put in place appropriate monitoring and supervision arrangements in respect of such Staff Members. In such situation, each Sending Body will confirm to the Host Practice as soon as practicable after full DBS clearance of each relevant Staff Member has been received by the relevant Sending Body.

- 5.2. A Sending Body will not send Staff Members to the Host Practice without having carried out any reasonable medical checks and testing to ensure, as far as they reasonably can, that the Staff Members are not infected with SARS-CoV-2.
- 5.3. It will be the responsibility of each Sending Body to ensure that its Staff Members are properly trained, qualified and experienced to carry out their proposed roles in the Vaccination Programme and have given their full and informed consent to their deployment to the Host Practice.
- 5.4. Following the provision of the Staff Members by each Sending Body, should any change(s) occur to any checks or any circumstance arises which leads a Sending Body to reasonably conclude that any Staff Member provided to the Host Practice is not safe to practise, the Sending Body shall notify the Host Practice of this as soon as practicable.
- 5.5. The Host Practice shall comply with all relevant health and safety duties and obligations and exercise such duty of care over Staff Members received from a Sending Body as if such Staff Members were the Host Practice's own employees.

## **6. TRANSPORT, ACCOMMODATION AND SUBSISTENCE**

- 6.1. Upon receiving confirmation from a Sending Body of the identities of the Staff Members to be provided to the Host Practice, the Host Practice shall be responsible, with the co-operation of the Sending Body as required, for making any necessary and reasonable travel, accommodation, subsistence and any other necessary practical arrangements for the benefit of the Staff Members in connection with their role in the Vaccination Programme.

## **7. WORKING ARRANGEMENTS**

- 7.1. The Participating Bodies shall co-operate to ensure that the Staff Members are allocated, following consultation with them, appropriate induction, orientation and working arrangements, including provision of sufficient rest periods between shifts as appropriate.

- 7.2. Each Participating Body shall be responsible for the overall direction and supervision of their Staff Member and their Staff Member's conduct and actions during each Vaccination Session. However, for the duration of the Vaccination Session the Participating Bodies agree that the Staff Member will work under the day to day direction of the Host Practice and will explain this to the Staff Member before s/he goes to the Host Practice.
- 7.3. The Participating Bodies agree to co-operate fully and promptly with each other during the Vaccination Session in respect of any workforce matters arising which concern any Staff Member.
- 7.4. The Participating Bodies agree that each Sending Body remains responsible for the following matters in relation to their Staff Members:
  - 7.4.1. disciplinary and capability issues;
  - 7.4.2. grievances;
  - 7.4.3. appraisals and performance-related procedures;
  - 7.4.4. remuneration including pay progression; and
  - 7.4.5. annual and other leave.
- 7.5. Save where agreed otherwise, the Participating Bodies agree that, in respect of the following matters:
  - 7.5.1. protected disclosures under the Employment Rights Act 1996; and
  - 7.5.2. requests for personal data under the Data Protection Act 2018,
- 7.6. The Participating Body in respect of which the alleged issue or behaviour took place, or where the Staff Member was working at the relevant time, is responsible for investigating, progressing and/or resolving these matters. The Host Practice shall notify the relevant Sending Body as soon as reasonably practicable of the circumstances giving rise to any such matters.
- 7.7. If the Host Practice becomes aware of any matter that may give rise to a claim (or similar action or challenge) by or against a Staff Member, notice of that fact shall be given as soon as possible to the relevant Sending Body and the Participating Bodies shall cooperate in (as appropriate) investigating, responding to and defending such claim.
- 7.8. Unless the Participating Bodies agree alternative arrangements, the Host Practice shall keep a record of staff supplied and received under this MOU and the hours worked.

- 7.9. The Host Practice may return any Staff Member to a Sending Body at any time, without notice.

## **8. CONFIDENTIAL INFORMATION**

- 8.1. The Participating Bodies agree to keep confidential all Confidential Information of any other Participating Body which comes into their possession or knowledge and that they shall not disclose any Confidential Information in whole or in part to anyone other than in connection with the provision of the services under this MOU.
- 8.2. Each Sending Body shall ensure that each Staff Member keeps confidential all Confidential Information of the Host Practice which they have access to and that they shall not at any time disclose any Confidential Information in whole or in part to anyone other than as authorised in connection with the provision of the services under this MOU.
- 8.3. For the purposes of this paragraph 8, “Confidential Information” shall mean any information of a confidential or secret nature relating to any and all aspects of the business of a Participating Body and/or any associated organisation and/or their patients, directors, officers, agents, employees, customers and suppliers including but not limited to treatments, treatment planning, personal and sensitive personal data, financial information, budgets, reports, business plans, strategies, know-how, formulae, designs, data, specifications, research, processes, procedures and programs, pricing, sales and marketing plans and details of past or proposed transactions whether or not written or computer generated or expressed in material form.
- 8.4. The obligations under this MOU shall not apply to information which may come into the public domain otherwise than through unauthorised disclosure by a Staff Member.
- 8.5. Nothing in this paragraph 8 shall prevent the Participating Bodies or a Staff Member from disclosing Confidential Information where it is required by law, for regulatory compliance purposes or for the purpose of making a protected disclosure under the whistleblowing (‘speaking up’) legislation.

## **9. DATA PROTECTION**

- 9.1. The Participating Bodies agree to comply with their respective obligations under the Data Protection Legislation and to use all reasonable efforts to assist each other to comply with their obligations under the Data Protection Legislation. For the avoidance of doubt, this includes providing reasonable assistance to each other to comply with any subject access requests served under the Data Protection Legislation.

- 9.2. For the purposes of this paragraph 9, “Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including the GDPR (or, once the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by any data protection regulator from time to time.

## 10. LIABILITY AND INDEMNITIES

- 10.1. Save where alternative arrangements regarding liabilities and indemnities are agreed in writing between the Participating Bodies, the following shall apply.
- 10.2. The Host Practice shall accept responsibility for, and shall at all times indemnify the Sending Body and Staff Members fully against, and hold them harmless from, all civil liabilities and in respect of or consequent on any illness, injury, death, damage or costs suffered, sustained or incurred arising out of or in connections with:
- 10.2.1. any act or omission on the part of a Staff Member during or in connection with a Vaccination Session; or
- 10.2.2. any act or omission by the Host Practice or its employees or agents during or in connection with a Vaccination Session.
- 10.3. It is agreed and understood that Staff Members will be carrying out NHS primary medical services on behalf of the Host Practice and therefore will have the benefit of the CNSGP indemnity arrangements in respect of relevant liabilities covered by those arrangements. The Host Practice is required to ensure that it maintains appropriate and adequate insurance cover in respect of all non-clinical liabilities that may arise in connection with the delivery of the Vaccination Programme or participation in any Vaccination Session by any Staff Members, save for professional indemnity liabilities, which will be the responsibility of the relevant Staff Member.
- 10.4. The Participating Bodies hereby indemnify each other against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, fines, expenses and demands suffered or incurred by any other Participating Body arising out of or resulting from the acts or omissions of the indemnifying Participating Body in respect of its employment or engagement of a Staff Member including but not limited to:
- 10.4.1. its breach of this MOU;
- 10.4.2. in the case of a Sending Body, the employment/engagement or termination of employment/engagement of the Staff Member; or

10.4.3. in the case of the Host Practice, any actions it undertakes relating to a Staff Member during a Transfer Period

and including, where no other indemnity arrangements provided for by NHS Resolution may apply, liability for personal injury, accident or illness suffered, breach of contract or in tort, unfair dismissal, equal pay, discrimination of any kind or under any legislation applicable in the United Kingdom.

## **11. ESCALATION**

- 11.1. If a Participating Body has any issues, concerns or complaints concerning the provisions of this MOU, it shall in the first instance seek to resolve that issue by a process of consultation with the other Participating Bodies affected. The Participating Bodies shall in good faith use all reasonable efforts to resolve the issue(s) through internal consultation as soon as reasonably practicable.
- 11.2. If the dispute is not resolved, then the Participating Bodies may refer the matter to an independent party as they may agree or in default of such agreement, to the Centre for Effective Dispute Resolution (CEDR).

## **12. PAYMENTS**

- 12.1. The financial arrangements between the Participating Bodies, in relation to the provision of staff and other matters, shall be dealt with in accordance with the Financial Arrangements schedule to the COVID-19 ES Vaccination Collaboration Agreement between the Participating Bodies.

## **13. RELATIONSHIP BETWEEN THE PARTICIPATING BODIES**

- 13.1. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Participating Bodies or shall be deemed to constitute any Participating Body as the agent of the others or allow any Participating Body to hold itself out as acting on behalf of any of the others.

## **14. ENTIRE AGREEMENT**

- 14.1. Save where this MOU is part of wider contractual arrangements which expressly reference it, this MOU constitutes the whole agreement between the Participating Bodies relating to the subject-matter of this MOU and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this MOU.



## 15. GENERAL

- 15.1. The provisions of this MOU may be varied only by agreement in writing and signed on behalf of all the Participating Bodies.
- 15.2. This MOU will be governed by and construed in accordance with the law of England. Each Participating Body irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this agreement or its enforceability or the legal relationships established by this agreement.
- 15.3. A person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.4. This MOU may be executed in three or more counterparts, each of which will constitute an original but which, when taken together, will constitute one instrument.

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[the PCN]**

Signed .....

Name .....

Position .....

Date .....

## Schedule 5

### Financial Arrangements

#### COVID-19 vaccinations

The [Host] Practice has been nominated as the practice which will receive [(on their own behalf)] payment for unregistered patients, frontline health and social care workers and patients in a residential setting which are provided with COVID-19 Vaccinations.

The [Host] Practice will receive payments due under the ES for all of the Collaborating Practices. The payment is received for all reasons as agent of each of the Collaborating Practices. We understand that this is necessary to facilitate the payment system for this novel and complex situation where vaccination of the population across multiple locations is required by the Commissioner (NHSE).

The following arrangements are in place between the Collaborating Practices as regards payments to each other, when the [Host] Practice has paid the funding received to it as agent, in respect of the payments under the ES to each of the Collaborating Practices:

[insert local financial arrangements]

The Collaborating Practices agree to provide the Host Practice with any and all information required to support claims for payment to the Commissioner on behalf of the Collaborating Practices in respect of vaccinations administered under the ES. This will include any information to support exceptional circumstances claims in line with the ES. The Collaborating Practices agree that the Host Practice will identify an individual or individuals who will be responsible for reviewing and confirming on behalf of the Collaborating Practices information provided by the Commissioner as part of the payment process on the total number of vaccinations to be claimed each month by the Collaborating Practices. The nominated individual will also submit on behalf of the Collaborating Practices claims for payment in respect of exceptional circumstances.

#### [Seasonal Influenza vaccinations]

The Collaborating Practices within our temporary single medical practice may administer the seasonal influenza vaccination to the registered patients of each of the Collaborating Practices and this is considered personally administered drugs for the purposes of Part 4, paragraph 16(4) of the GMS SFE.

[Insert arrangements for recording of the administration of seasonal influenza/COVID-19 vaccinations as required by the ES and/or the Seasonal Influenza ES – to correspond with Schedule 2.]

Practices must record the administration of COVID-19 and/or seasonal influenza vaccination events within an approved Point of Care System.

[Insert local financial arrangements] ]

## Schedule 6

### Sub-Contracting of Clinical Matters

[This schedule will need to set out the sub-contracting of clinical matters under the Collaborating Practices primary medical services contracts (i.e. from Collaborating Practices A, B and C to Host Practice D).

It is necessary to comply with the provisions of the NHS (General Medical Services Contracts) Regulations 2015, the NHS (Personal Medical Services Agreements) Regulations 2015 and/or the Alternative Provider Medical Services Directions 2020 (as appropriate).

Practices should note that the ES states that “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 will not object to the sub-contracting”.

[Practices should expect a similar approach to be taken to sub-contracting by the Commissioner in relation to the Seasonal Influenza sub-contracting requirements for the NHS financial year 2024/25 and 2025/26.]]

## **Schedule 7**

### **Governance Arrangements**

## **[Schedule 8 Individual Arrangements]**

## Schedule 9

### Seasonal Influenza Services

We acknowledge that the requirement to provide the seasonal influenza vaccination under the Seasonal Influenza ES will begin on the date to be notified to us by the Commissioner.

We shall only deliver the services under this Schedule 9 to eligible Patients who have or could have previously received an initial course of COVID-19 vaccinations in accordance with the ES.

The administration of vaccinations under this Schedule 9 must be co-administered to patients alongside the COVID-19 vaccine where it is clinically appropriate and the patient consents to it and at all times in accordance with the Seasonal Influenza ES and the ES.

The Seasonal Influenza ES (as varied from time to time) shall be treated as if it is incorporated into this Schedule 9 and the Collaborating Practices shall ensure that it is complied with.

We have each procured seasonal influenza vaccine for the purposes of delivering the Seasonal Influenza ES.

We have each agreed that we will supply (under regulation 19(4A) the Human Medicines Regulations 2012) a proportion of our seasonal influenza vaccine to our temporary single medical practice at our Designated Site. The following table sets out the details that we will retain for vaccine that will be supplied to our temporary single medical practice at our Designated Site. We will ensure that this is updated and will be provided to the Commissioner on request

Name of Collaborating Practice	Vaccine quantity	[Vaccine manufacturer/batch details]




There will be no splitting of packs. Only whole packs of vaccines will be supplied in accordance with the arrangements set out in this Schedule 9.

We shall at all-times be responsible for the provision of consumables for the delivery of the seasonal influenza vaccinations. We shall source consumables via the standard business as usual channels and make arrangements to have these delivered to the Designated Site.

We agree that we shall jointly and severally own the seasonal influenza vaccine which is supplied to our temporary single medical practice in accordance with this Schedule 9, to deliver the Seasonal Influenza ES.

Any movement of the seasonal influenza vaccine within the temporary single medical practice will not be considered a “supply” of the seasonal influenza vaccine between the Collaborating Practices or to care homes or Short Term/Temporary Sites. There is no transfer of ownership or accountability of the seasonal influenza vaccine in these circumstances, only physical custodianship of the seasonal influenza vaccine.

[Practices to insert the responsibilities of each of the Collaborating Practices to deliver the Seasonal Influenza ES including the clinical model (i.e. how clinics are delivered at the Designated Site(s) and responsibility is shared between Collaborating Practices within the PCN Grouping.) Where an individual practice vaccinates at i.e. a care homes or a patient’s home, this should be done from their own seasonal influenza vaccine resources (i.e. not that supplied to the temporary single medical practice).]

The minority of seasonal influenza vaccinations supplied by us to our temporary single medical practice shall be administered by us from locations other than the Designated Site. This may include the administration of seasonal influenza vaccinations at care homes or at Short Term/Temporary Site clinics. The administration of seasonal influenza vaccinations at these locations will only occur where there is a specific reason for the administration of the seasonal influenza vaccination at the location, which may include (but is not limited to):

- to increase the possibility of opportunistic administration of the COVID-19 vaccinations alongside other primary medical services to increase take up of the vaccine;

- eligible Patients are unable to travel to the Designated Site;
- the population being accessed would otherwise be defined as underserved; or
- to reduce health inequalities.

We will notify the Commissioner of our intention to deliver a Short Term/Temporary Site clinic from which we intend to administer seasonal influenza vaccinations. We will only deliver a Short Term/Temporary Site clinic for the administration of seasonal influenza vaccinations where we have notified the Commissioner in writing and where we have agreed in writing between us (and annexed to this Schedule 9):

- responsibility for transport/storage of the vaccine;
- responsibility for the clinical model; and

at all times, the provisions set out in this Collaboration Agreement remain in force including that we are operating as a temporary single medical practice and that we are considered joint and several owners of the vaccine.]

## **Annex 1**

# **Data Sharing Agreement**