

- **Covid-19 ES Vaccination Collaboration Agreement, published 4/12/20**
- **Activities**
- Nominated site name.
- Nominated host practice- provides host services set out at schedule 2, subject to clause 65 until terminated with Clause 2.
- PCN surgeries agree to collaborative working as set in in Schedule 3.
- The patients who attend are deemed to be a temporary single practice for the purpose of regulation 3 8 b of the human medicine regulations 2012
- Staff sharing- memorandum of understanding in relation to staff set out in schedule 4.1
- Financial arrangements set out in schedule 5
- IT sharing- sharing of info with collaborative practices includes info of performance of activity.
- Indemnity: each practice unlimited liability for death/injury caused by own negligence- and fraud. Clause 37 The Collaborating Practices agree to keep indemnified the host cost practice against all costs, claims, demands, liabilities and damages incurred or suffered by the Host Practice as a result of any act or omission of the collaborating practices, their employees or agents except in so far as costs, claims, demands, liabilities, or damages arise or are contributed to as a result of the Hosts Practice's act or omission.
- Clause 36. Except as otherwise provided in this Agreement-the host practice excludes all liability to the Collaborating Practices arising otherwise than as a result of its own negligence in the performance of the Agreement.
- Clause 38. Collaborating practice shall ensure its indemnity and insurance arrangements cover its liabilities any third parties attending any premises for the purpose of delivering the requirements of the ES. The Clinical Negligence scheme for GP (CNSGP is not restricted to a collaborative practice's registered pts, so applies to the provision of the ES by the collaborating practices to a person such as practice staff who are not in the registered list of the Collaborating practice. However, staff need to ensure they are covered by their professional indemnity arrangements. The LMC assumes that this refers to indemnity not provided by CNSGP such as advice on how to respond to complaints
- Intellectual property- there will be a royalty free non -exclusive license to use existing and newly created intellectual property within each PCN grouping.
- Meeting. 'Partners' not in collaborating practices may attend ES meetings re vaccines if collaborating practices agree.
- Join PCN grouping- person or organisation can apply to join PCN grouping? It would include a written agreement with the Commissioner in repetition to its participation. If a practice joins it would then be classed as a collaborating practice.
- Leaving. A collaborative practice can leave with 35days notice. The actual leaving date will be decided by all collaborating practices, and dependent on completing reasonable actions to ensure the delivery of the requirements of the LE can be continued by the remaining collaborative practices. If they don' t complete all requirements, they will need to as soon as practically possible after that date.
- A collaborative practice can be expelled, eg failure to pay due to late payment, if it's a host practice then an alternative host will be required.

Somerset Local Medical Committee Crown Medical Centre Venture Way Taunton TA2 8QY

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- Termination: If all practices cease to be signed up the PCN grouping will be dissolved and the Agreement terminated. The commissioner will decide the termination date, actions required of collaborating practices and consequences of termination eg financial and staffing arrangements

Dr Catherine Ievers Deputy Medical Director

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