



GUIDANCE NOTES:

Covid-19 ES Vaccination Programme Agreement

These templates are for use only by LMC Law retainer clients and their respective constituents.

Please note that the template agreements, together with these guidance notes, are intended as a **guide only** – you should take formal legal advice if you are unclear about any of the suggested clauses in either template. There are several structures that are being adopted for the delivery of the programme, however, this guide does not purport to advise upon all those structures or to advise as to whether any of the structures are suitable in respect of the delivery under the programme.

1. PARTIES TO THE AGREEMENT

The templates provided are based on i) **one PCN** and a Host Practice that is a member of the PCN, and, ii) **PCN Groupings** whereby a host can be a federation or other organisation or a member practice. Please change the heading at page 1 to reflect the appropriate parties.

Make sure that this is also reflected in the same way in the “**Parties**” section at clause 1 in the Agreement. Similarly, if your “Host” is a federation or another organisation then simply insert the name of that organisation as Host.

2. OBLIGATIONS OF THE PARTIES

This section is intended to outline each Party’s obligations. We have made some suggestions as to what the Host may be expected to provide. This list is not definitive or exhaustive so please consider and feel free to **insert or remove** items that are relevant as you see fit. We have assumed that the Host site will have a “Host site manager” – again, you can call this individual anything you wish, so please amend accordingly.

The PCN or PCNs will also have some obligations (especially as they may be providing staff), so we have listed some of those obligations.

If you are using another organisation for the provision of staff, then state that other organisation’s obligations in this section.

3. FINANCIAL ARRANGEMENTS

The Host receives the payments, but you will need to decide how payments are to be distributed from the Host to practices within the PCN or PCN Grouping. Distribution of payments should be set out in schedule 4. You must decide what your own financial arrangements are.

We suggest that once you have worked out the rotas and how many staff are being supplied and from whom, the rota should be inserted into schedule 3. Naturally everyone will have different arrangements. Keep it simple and easy to understand.

4. MEETINGS

You need to decide how meetings of the Parties are to be conducted and who will be in attendance. If you are **one PCN** then the PCN committee/board, etc. will be the obvious choice in respect of the people that attend the meetings to monitor the service.

If you have **several PCNs and/or other organisations**, then think of the structure of the body of people who will monitor the service and make decisions. You might call this the “Governance Board” (which is the term we have used in this agreement). The clause is self-explanatory and should enable you to decide how to conduct meetings and vote if there are a PCN Grouping or other organisations involved, but it is up to you how you create the structure.

5. DISPUTES

If you are **one PCN** then following the disputes clause as set out in your PCN network agreement schedules would be the obvious choice. If you are a **PCN Grouping**, then you need to ensure that you adopt an alternative Dispute Resolution process (which could be one that is adapted from a network agreement), however, we have suggested a process at schedule 7 of the PCN Grouping template.

6. TERMINATION

The termination clause reflects the termination provisions set out in the Specification and the termination clause in the templates should work for **one PCN** or a **PCN Grouping** (or where a federation or other organisation is involved).

7. THE SCHEDULES

Schedule 1 – this is the list of Parties, which is easier to list here rather than place in the main body of the Agreement.

Schedule 2 - we have embedded the specification here for ease of reference. If the specification changes during the course of the service, then all you need to do is delete the old specification and replace it in this schedule with the new specification.

Schedule 3 – this is essentially the rota of staff supplied from each party.

Schedule 4 – Payment Terms – this schedule sets out how and when employers are paid and how much they are to be paid.

Schedule 5 - Data Sharing Agreement – you need one to comply with Data Protection Laws and please also remember to update your practice privacy notices to set out the new service so patients are aware their data will be accessed and that consent will be required before the vaccine is administered.

Remember your data sharing agreement will need to reflect the fact that the lawful basis may well be consent, since patient consent is required to administer the vaccine, and you may also want to consider (amongst other things) legal obligation as the Lawful Basis under:

“the Health Service (Control of Patient Information) Regulations 2002 (COPI) extended to March 2021 allows the processing and sharing of confidential patient information amongst health organisations and other bodies engaged in disease surveillance for the purposes of research, protecting public health, providing healthcare services to the public and monitoring and managing the Covid-19 outbreak and incidents of exposure.”

Please take formal advice and guidance from your Data Protection Officer or legal advisors in respect of Data Protection compliance before completing the Data Sharing Agreement.

Schedule 6 – This schedule only features in the PCN Groupings template, as the one PCN template makes reference to the decision-making process set out in the PCN network agreement. Please set out in this schedule the decision making process that will be followed.

Schedule 7 – This schedule only features in the PCN Groupings template, as the one PCN template makes reference to the disputes process set out in the PCN network agreement. The process set out in this schedule may be amended as you see fit.

8. SUB-CONTRACTING ARRANGEMENTS

If you are sub-contracting **the entire service** to an organisation or federation, then you will require a separate sub-contracting agreement and these templates **will not** be fit for purpose.