

# The Covid-19 Vaccination Collaboration Agreement



## COVID-19 vaccination programme 2020/21: Enhanced Service

### COVID-19 ES Vaccination Collaboration Agreement

The deadline for GP practices to commit to the Covid-19 Enhanced Service specification is midnight tonight, 7 December. Signing up will commit Practices to work together to deliver the vaccine in 'PCN Groupings', and to sign 'Covid-19 Vaccination Collaboration Agreements'.

Covid-19 Collaboration Agreements must be signed by all member practices before administering the vaccine, so most PCN Groupings have less than a week to perform this next step.

NHS England has published a template Covid-19 Collaboration Agreement, but the document is 9000 words long and includes nine mostly blank Schedules for practices to complete.

Since the Covid-19 Collaboration Agreement will create a binding contract between practices it would normally be advisable to seek legal advice before signing it. But with over 1250 PCN Groupings across the country and less than a week to go this will be impractical for most. So what should practices do?

The key is to be pragmatic. There is not enough time to create a perfect contract, so focus on the most likely problem areas. These are money (Schedule 5), decision making (Schedule 7), and indemnities (Clauses 34-40 as well as Schedule 4.1 Clause 10).

Where a PCN Grouping has an identical membership to an existing Primary Care Network (PCN), it should be possible to leverage the current PCN governance and cross-refer the collaboration agreement to a well drafted PCN Agreement. This will greatly simplify the process.

Where PCN Groupings are not identical to PCNs, or existing PCN governance is poor, it will be more difficult. These Groupings will essentially have to create a new PCN from scratch over the next few days, which is a near impossible ask. These Groupings may simply have to 'agree to agree'.

In the end the Covid-19 vaccine needs to be delivered regardless of any contractual niceties. You should obviously try to agree as much as you can this week, but focus on the most contentious points and write down whatever has been agreed. You may also want to expressly agree that you will revisit any contractual gaps once vaccination is under way, and set out the process for doing this.

With a little luck and goodwill, no Covid-19 Collaboration Agreement will ever be relied on in a dispute between the parties. Whilst contracts are important public health is vastly more so, and we are all hugely indebted to our primary care clients and everyone in our NHS for your enormous dedication and sacrifice through this difficult time. Thank you and good luck with administering the vaccine over the coming months.

***If you would like to discuss any particular concerns regarding the Covid-19 Collaboration Agreement, then please don't hesitate to contact Daphne Robertson on telephone number 01483 511555 or email [d.robertson@drsolicitors.com](mailto:d.robertson@drsolicitors.com)***