Variation

to the

Network Contract Directed Enhanced Service Mandatory Network Agreement

AGREED TERMS

1. The Network Contract Directed Enhanced Service Mandatory Network Agreement (the "**Agreement**") entered into by the Members is varied as set out in this variation agreement (this "**Variation**"):
2. Notwithstanding Clause 80, the Members agree that a new Clause 23A, set out below, is to be inserted into the Agreement after existing Clause 23.

"*Where the Core Network Practices intend to collaboratively deliver vaccinations, the Core Network Practices will comply with Schedule 8.*"

1. The Members agree that a new Schedule 8, set out in the Annex to this Agreement, is to be inserted into the Agreement after existing Schedule 7.
2. This Variation is intended to take effect on [insert].
3. Except as set out in this Variation, the Agreement shall continue in full force and effect.
4. Words and expressions in this Variation shall have the meanings given to them in the Agreement unless otherwise stated.
5. This Variation and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
6. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Variation or its subject matter or formation.

Signed by an authorised signatory of each Member for and on behalf of that Member

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| **Name of Member organisation** | **Name of signatory** | **Signature of signatory and date of signature** |
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**Annex**

**SCHEDULE 8**

**COLLABORATIVE DELIVERY OF VACCINATIONS**

1. This Schedule 8 applies where the Core Network Practices intend to collaboratively deliver vaccinations but this Schedule 8 does not apply to vaccinations delivered by the PCN under the temporary single medical practice arrangements.

[Suggested wording is set out below. If Core Network Practices intend to accept and tailor the wording below, or if new wording is proposed, Core Network Practices should consider the Guidance Notes.]

1. A Core Network Practice may collaborate with other Core Network Practice in the following ways:

* 1. administering vaccinations to eligible patients of other Core Network Practices;
  2. sub-contracting the administration of vaccinations to a patient to a person employed by another Core Network Practice;
  3. administering vaccinations to patients from a site other than its practice premises; or

* 1. a combination of the above.

1. Where the Core Network Practices collaborate to deliver vaccinations, the following principles will apply:

* 1. The Core Network Practices will not share, supply or distribute between each other vaccines that are prescription only medicines in such a way that contravenes legislation including, but not limited to, the Human Medicines Regulations 2012.

* 1. In advance of each vaccination session, the Core Network Practices will nominate a lead practice (the "**Lead Practice**") which will be responsible for the operation of that session including the ordering of the relevant vaccines from ImmForm to be administered in that session. The Core Network Practices agree that different Lead Practices can be nominated for different vaccination sessions.
  2. The Lead Practice will hold the vaccines for the specific vaccination session and will not share, supply or distribute those vaccines to any other practice.

* 1. The Lead Practice will be responsible for ensuring all necessary arrangements are in place for the specific vaccination session including but not limited to those set out in paragraph 4 of this Schedule 8.

1. The matters referred to in paragraph 3(d) of this Schedule 8 are:

[PCNs should include here details of how the Lead Practice(s) will undertake vaccination sessions. PCNs may want to consider previous vaccination collaboration arrangements to ensure all appropriate matters are covered. A number of high level suggested matters are set out below. PCNs should consider amending, extending or replacing these as appropriate.]

* 1. Agreeing with Core Network Practices the details of when and where collaborative vaccination sessions will take place;
  2. Ensuring each Core Network Practice is communicating details of the vaccination session to patients as appropriate;
  3. If the vaccination session takes place at a site other than the Lead Practice's registered practice premises, including the obtaining of prior approval of the commissioner;
  4. Assuring appropriate transportation of the vaccines to, and storage at, the administration site (if not the Lead Practice's registered practice premises) and any associated vaccine handling requirements;
  5. Ensuring the administration site is safe, clean and appropriate to be used for administering vaccinations;
  6. Ensuring appropriate staffing arrangements are in place for the administration session and that where the Lead Practice intends to rely on staff from other Core Network Practices, that there is agreement on the activities to be undertaken by those staff and the management of those staff by the Lead Practice;
  7. Ensuring arrangements are in place for the recording of vaccinations in the patient's record;

* 1. Arranging for the reporting of vaccination and submission of required data to commissioners as required, including where reporting is required for payment by the commissioner, that such reporting information is provided to any other Core Network Practice that may need to claim for payment for its registered patients; as well as communicating with patients, including but not limited to call/recall;

* 1. That principles to determine payments between Core Network Practices in respect of the vaccinations will be set out in Schedule 4 (Financial Arrangements) of this Network Agreement;
  2. Ensuring it is clear how complaints or patient queries relating to the vaccinations will be managed including by whom.