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**To all practices Surrey and Sussex LMCs**

3rd December 2020

Dear Colleagues

1. **Section 7A Enhanced Service Specification Covid19 vaccination programme2020/21**
2. **Covid19 vaccination programme 2020/21 ‘next steps’ letter**

Both the Enhanced Service specification for practices who wish to contribute towards the national Covid19 vaccination programme, and an explanatory accompanying NHS England letter, have been published; I enclose both documents with this LMC letter.

Colleagues should read both documents carefully before deciding whether to sign up to the Enhanced Service, as there is a 42 day notice period for withdrawal, during which time practices remain committed to delivering services under the Enhanced Service, and LMC advice is it would be reasonable in terms of local planning arrangements to anticipate several months commitment to this Enhanced Service, particularly in the light of the uncertain vaccine licensing timetable and vaccine supplies.

**It is important to note that the decision to sign this Enhanced Service is on a practice basis, not by PCNs on behalf of member practices.**

There are a number of points colleagues should consider, from the NHS England guidance letter:

**Designated sites:**  These will be approved by NHS England and this process may be phased, and operationally the parallel mass vaccination sites are likely to be operating first, because of vaccine characteristics and supply. It may be, again depending on vaccine supplies, and differing vaccine characteristics, a more localised distribution system and “roving” model will be feasible, but this is not on offer in the current specification.

In many cases no notification to CQC will be necessary, if the designated site is at a location already registered to deliver primary medical care services, such as immunisations. Further advice is available at:

<https://www.cqc.org.uk/guidance-providers/registration/registration-flu-vaccination-arrangements>

**Equipment, consumables and vaccine supply**. These are being procured centrally by NHSE for supply to designated sites, based on supplied vaccine.

**Recording Vaccinations**: initially this will be via current pharmacy used systems: Sonar [in London] and Pinnacle [elsewhere]. These are web-based solutions and the vaccination details should arrive in the GP patient health record within 24 hours. The MHRA [Medicines and Healthcare Products Regulatory Agency] require the vaccine type, dose and batch number to be recorded in the patient record, this will require scanning barcodes supplied on the vaccine carton.

**Payments**: payment will be made to a nominated practice within the Collaborating Group, using vaccination event data recorded on Sonar/Pinnacle; this practice will act as an agent for payment and pass payments on to the other practices within the Collaborating Group; this will need to be clearly agreed beforehand, taking into account, for example, workforce or managerial input provided by the individual practices. The LMC is very concerned this arrangement could create the potential for challenge amongst participating practices and so should be mutually agreed via the Covid19 Collaboration Agreement. NHS England advise they will address concerns about initial cash flow, given that payment will be made after administration of the second dose.

**Call/Recall and Appointments:** Practices will be required to offer a call/recall system to eligible registered patients (eligibility of patient cohorts will be dependent on NHSE timescales and JCVI advice) and the Collaborating Group will be responsible for appointment booking at the Designated Site.

**Workforce and Training:** within the NHS England guidance letter are details of:

* + Groups who can be vaccinated
  + Possible additional staffing support Collaborating Groups can access
  + Training via e-learning packages

**Indemnity:**  the delivery of this Enhanced Service is covered by the Clinical Negligence Scheme for General Practice (CNSGP) but staff will need to be covered by a formal agreement to make it clear they are acting on behalf of the provider; NHS England will provide a template collaboration agreement for practices to use.

In relation to the Enhanced Service specification itself, the LMC advises colleagues to particularly note the following clauses:

1.2Changes to the Enhanced Service specification will be made in agreement with GPC [the General Practitioner Committee, which negotiated the Enhanced Service] unless the amendments are recommendations by:

* JCVI (Joint Committee of Vaccination and Immunisation) which is responsible for identifying and prioritising eligible cohorts
* MHRA (Medicines and Healthcare products Regulatory Agency) which authorises and licences the use of vaccines
* Vaccine Manufacturers (who have product data)
* Government Ministers

in which case specification changes will be imposed.

1.5 Sign up to the Enhanced Service is available to all practices; the opt in deadline is midnight (23.59) on Monday 7 December. Clause 4.1 does give NHS England discretion to permit a later sign up, but no further details are available; practices should therefore note that deferring a sign-up decision to this Enhanced Service may mean they will be able to participate at a later date, but will not have the right to do so, as is the case at this stage.

1.6 The Enhanced Service must be delivered by participating groups of practices; the LMC’s advice is this may be:

* All member practices within a PCN may participate
* Some member practices within a PCN may participate, but, as others are not, this means the participating practices may not feel able to support the service required at a designated site, for example, in terms of staffing. In this scenario, it may be that:
* Groups of participating practices may have a larger footprint than just one PCN but will be linked together [as would be in the case in all scenarios] by the Covid19 Vaccination Collaborative Agreement.
* PCNs may decide to work together to mutually identify a site, based on the participation of all or a proportion of their membership.

The Designated site must have the facility to be operational 8 – 8 7 days per week, including Bank Holidays, at the direction to NHS England, based on the need to efficiently deliver available vaccine

1.7 All groups of participating practices must sign a Covid19 Collaborative Agreement, a template of which will be provided by NHS England; this will include describing the staffing arrangements at Designated Sites, financial and IT arrangements and reporting to NHS England in terms of vaccine and consumable usage.

1.8 This commits such a group of participating practices to collectively delivering the terms of the Enhanced Service.

3.1 The Enhanced Service is operational from 8 December 2020 to 31 August 2021 unless the national immunisation programme concludes before that date, or notice is given.

3.5 NHS England is responsible for the allocation of vaccine supplies, and associated consumables, to Designated Sites

4.2 The group of participating practices is responsible for delivering vaccination services either at the Designated Site, or at other agreed places, including care homes.

5.1.1/2 Co-operation and information sharing with others (both practices and wider stakeholders) is required in relation to delivering the services under the Enhanced Service (that is, the Covid19 vaccination programme).

7.8 GP practices are responsible for ensuring that the quality and connectivity of internet broadband at the Designated Site is sufficient to support access to the point of care system 8.00-8.00 seven days a week.

7.9 If NHS England requires GP practices to put into place reasonable security arrangements, the practices shall make all reasonable efforts to ensure these requirements are put in place as soon as possible.

8 The Enhanced Services can be subcontracted [in part of whole] and, if this is necessary to deliver the Enhanced Service services, NHS England will not object to such proposals.

9 Describes service delivery specification; this is a long section referring to standard record keeping, staff training, eligibility criteria, and consent; these are all the responsibilities of the group of participating practices, and are analogous to clauses the seasonal flu DES. Colleagues should also note advice in Annex A of the specification in relation to staff.

Practices are responsible for running a call/recall system for their registered patients.

Arrangements for vaccinating patients registered with practices which are not participating in the Enhanced Service are not included in this Enhanced Service specification and urgent clarification of this has been requested.

11.2.3 Payment will be made to one nominated GP practice within the group of participating practices; this means a subsequent disbursement of funds will be required, arrangements for which should be included within the Covid19 Collaborative Agreement.

12.1 Practices may withdraw from the Enhanced Service giving 42 days’ notice, unless NHS England agrees a different timescale. Practices remain responsible for participation in the delivery of the Enhanced Service during this period. This clause also needs to be read with 13.4 which suggests giving reasons for their withdrawal, in the context of any subsequent changes to the Enhanced Service specification.

13.3 If the Enhanced Service specification is changed, GP practices will be auto-enrolled in the new specification, unless giving notice under 13.4

In summary, therefore, practices must consider signing this Enhanced Service on an individual basis. However, it must be delivered within a group of participating practices who together sign a Covid19 Collaboration Agreement, which describes the way in which practices will work together to deliver services either at the Designated Site, or at care and residential homes. With joint agreement, this service might be partially or wholly subcontracted. The specification of this Enhanced Service cannot be altered locally, but CCGs can provide additional discretionary support. The Enhanced Service specification can be modified over time, and this is likely to relate to changes in vaccine characteristics and supplies, and manufacturers data.

Practices should decide whether or not to sign this Enhanced Service on the basis that this represents a commitment of practice capacity to deliver the Enhanced Service specification requirements; there is no requirement to sign and all practices’ patients will be eligible to receive Covid19 vaccine via the national programme, regardless of the individual practice decision. Colleagues should not feel coerced either way.

The LMC continues to support all GP practices whether or not they decide to participate in this Enhanced Service.

With best wishes



Dr Julius Parker

**Chief Executive**

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