

AGREEMENT FOR MEDICINES ADMINISTRATION SERVICES TO BE PROVIDED BY PRACTICE NURSES FROM DIFFERENT PRACTICES [TO BE TYPED ON HEADED NOTEPAPER OF THE NURSING PROVIDER AND THE TEXT IN THESE SQUARE BRACKETS DELETED]

PARTIES

- (1) [FULL GP NAME AND ADDRESS] (“Practice 1”)
- (2) [FULL GP NAME AND ADDRESS] (“Practice 2”)
- (3) [FULL GP NAME AND ADDRESS] (“Practice 3”)
- (4) [FULL GP NAME AND ADDRESS] (“Practice 4”) (together the “Practices”) [Please delete or add more Practice names, addresses and numbers as required]

Each a (“party”) and together the (“parties”) to this agreement.

1. BACKGROUND

The parties wish to make arrangements for Practice Nurses (“PN”) employed by each or any of the Practices listed above to administer any vaccinations being shared between the practices within the PCN on behalf of the Practices, in accordance with the terms set out below.

In providing services on behalf of the Practices the PN will be considered to be acting as an agent of the Practices they are not employed by. Practice stock of medicinal products being shared across the PCN will be utilised by the PN for the delivery of services under this agreement.

2. SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

The PN employed by a Practice may provide the following services as an agent of the remaining Practices in the PCN in accordance with this agreement:

| Service | Medicine | Period of Service Delivery | Comment |
|------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| e.g. Childhood Immunisation Vaccinations | e.g. recommended routine childhood immunisation vaccines for the patient based on national guidance | Throughout the period that MHRA permits vaccination stock to be shared | e.g. PN may utilize the PGD authorized by the employing Practice or NHS England to deliver |

| | | | |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| | | | this service |
| e.g. Pneumococcal polysaccharide vaccination | e.g. Pneumococcal polysaccharide 23 valent vaccine (PPV) | Throughout the period that MHRA permits vaccination stock to be shared | e.g. PN may utilize the PGD authorized by the employing Practice or NHS England to deliver this service |
| e.g. Seasonal Influenza Vaccination | e.g. recommended seasonal influenza vaccine for the patient for the current season based on national guidance | Throughout the period that MHRA permits vaccination stock to be shared | e.g. PN may utilize the PGD authorized by the employing Practice or NHS England to deliver this service |

3. AGREED TERMS

4. AGREEMENT TO ADMINISTER SHARED MEDICINES (INCLUDING VACCINATIONS)

- 4.1 The parties hereby agree that the employing Practice shall agree to their employed PNs performing the Services detailed in paragraph 2 on behalf of the Practices in accordance with the terms of this Agreement.
- 4.2 The parties acknowledge and agree that this Agreement does not give rise to an employment relationship between the PN and the non-employing Practices or to any other relationship between the parties other than on the terms set out in this letter. For the avoidance of doubt, neither the PN nor their employing Practice will be entitled to any form of payment from the Practices either during the Agreement (including expenses, sick pay or holiday pay) or upon its cessation.
- 4.3 The employing Practice acknowledges and agrees that it will at all times remain the substantive employer of the PN. This Agreement will not affect the terms and conditions of the contracts of employment the PN's employing Practice already holds with the PN. The PNs employing Practice will immediately notify the Practices in writing should any of its contracts of employment with the PN come to an end during the period of this Agreement.

5. EMPLOYER'S OBLIGATIONS

5.1 General

Each Practice with a PN undertaking vaccinations on behalf of another Practice shall ensure that at all times during the term of this Agreement the PN shall:

- (a) act towards the Practices conscientiously and in good faith and not allow his or her personal interests to conflict with the duties he or she owes to the Practices under this Agreement and the general law.
- (b) except as authorised by the Practices in this Agreement or otherwise in writing, not act in a way which will incur any liabilities on behalf of the Practices.
- (c) comply with the policies of their employing Practice and applicable professional standards.
- (d) comply with all reasonable and lawful instructions of the Practices from time to time concerning the Services.
- (e) keep the Practices fully informed of its activities concerning the Services and shall provide the Practices with reports on request. The PN shall notify the Practices they are not employed by as soon as is practicable after each administration has been completed and shall update the Patient record within 24 hours.
- (f) maintain appropriate, up-to-date and accurate records relating to the manner in which the Services were supplied.

5.2 Neither party shall demand of the other the provision of services outside the terms of this agreement.

5.3 The parties further agree that by delivering the Services set out in paragraph 2 of this agreement, PNs will be administering the services under the legal mechanisms designated and authorised by their employing Practice.

5.4 **Disputes**

Either party shall not without prior reference to the other party take part in any dispute or commence or defend any court or other dispute proceedings on behalf of the Practices or settle or attempt to settle or make any admission concerning any such proceedings.

6. **COMPLIANCE WITH LAWS**

6.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

7. DATA PROTECTION

7.1 Definitions

Agreed Purposes: The facilitation and administration of medicines (including vaccines), as designated in paragraph 4 of this agreement, to patients and the updating of those patients records in relation to the service provided.

Data subject, personal data, processing: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

7.2 Data sharing

(a) Each party shall:

- (i) process personal data only to the extent required for the Agreed Purposes;
- (ii) comply with the Data Protection Legislation when processing personal data; and
- (iii) assist the other in complying with the Data Protection Legislation, as reasonably requested.

8. PROFESSIONAL LIABILITY AND INSURANCE

8.1 Any action or inaction taken in the course of provision of the Services by the PN on behalf of the Practices and in compliance with this Agreement shall be covered by the Clinical Negligence Scheme for General Practice (CNSGP). Cover under CNSGP extends to all GPs and others working for general practice who are carrying out activities in connection with the delivery of primary medical services. This agreement provides the basis under which the PN is carrying out a primary medical services activity under the GP Practice contract.

9. DURATION AND TERMINATION

9.1 This Agreement shall commence on the 1 September 2019 and shall continue in force until the 31 March 2020 or until it is terminated by either party giving 1 month's notice, in writing, to the other party.

9.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination.

10. ASSIGNMENT AND OTHER DEALINGS

- (a) The Employer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the Practices' prior written consent.
- (b) The Practices may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

Signature Date.....
[NAME]
On behalf of [INSERT NAME OF PRACTICE 1]

Signature Date.....
[NAME]
On behalf of [INSERT NAME OF PRACTICE 2]

Signature Date.....
[NAME]
On behalf of [INSERT NAME OF PRACTICE 3]

Signature Date.....

[NAME]

On behalf of [INSERT NAME OF PRACTICE 4] [DN: insert the requisite number of signature lines to allow one for each practice]

DRAFT