

**SERVICE LEVEL AGREEMENT  
FOR THE PROVISION OF A  
PHARMACY MONITORED DOSAGE SYSTEM SERVICE**

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AGREEMENT BETWEEN

Wigan Borough Clinical Commissioning Group

AND

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This Agreement is made on the ..... (date) between Wigan Borough Clinical Commissioning Group (CCG), Wigan Life Centre, College Ave, Wigan WN1 1NJ and ..... of .....(address).

In consideration of the sum payable by the Commissioners..... has agreed to provide a Monitored Dosage System Enhanced Service at ..... (address), in accordance with the provisions of this Agreement.

**(1) Definition of Terms**

"The Commissioners" means Wigan Borough CCG, any successor or authority and any body to which all or part of its function may lawfully be transferred.

"The Service Provider" means .....

"The Service User" means an individual for whom the Service is to be provided.

"The Service" means the provision of a Monitored Dosage System Enhanced Service, in accordance with the provisions of this Agreement.

"The Specification" means the Specification attached to this Agreement.

**(2) Agreement Period**

This Agreement shall commence on the ..... (date) and shall continue unless terminated by either party in accordance with the provision of this Agreement.

**(3) Performance of Services**

During the period of the Agreement the Service Provider shall perform the service in accordance with this Agreement and the Specification in a proper and skilful manner.

#### **(4) Staff**

The Service Provider shall ensure that every person employed in the provision of the service is at all times properly and sufficiently trained and instructed with regard to:

- The task or tasks that person has to perform.
- All relevant provisions of the Agreement.
- All relevant rules and procedures concerning health and safety at work legislation.

The Service Provider shall at all times be entirely responsible for the employment and conditions of service of its employees who are employed in the provision of this service, including payment of wages and payment of all income or other taxes and national insurance contributions. The Service Provider shall fully promptly indemnify the Commissioners in respect of any liability of the Commissioners in respect thereof.

This Service Agreement may only be operated by pharmacists and technicians who:

- Are registered with the General Pharmaceutical Council AND
- Are employed in a pharmacy with a contract with Wigan Borough CCG.

#### **(5) Service Provision**

This service may only be used by patients registered with a GP in Wigan Borough CCG for whom the GP has provided the pharmacy with an appropriately completed referral letter.

All medication supplied must be dispensed appropriately, ensuring drug stability and provision of a patient information leaflet.

The managing pharmacist has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.

All patient-identifiable information will only be used for the purpose of this service and must not be used for other commercial purposes.

The managing pharmacist/technician MUST inform the Medicines Management Team immediately if they are unable to provide the Monitored Dosage System Enhanced Service due to any circumstances.

#### **(6) Variation of Service**

The parties shall have regard to changes in circumstances that are brought about by legislation or otherwise and may at any time during the period of this Agreement agree to a variation of the Agreement or Specification.

The Service Provider shall not vary the service or any part thereof except in cases of emergency when the Service Provider undertakes to inform the Commissioners of the changes in circumstances without delay.

## **(7) Funding and Payment**

Provided that the Service Provider shall have performed the Service in accordance with this Agreement, the Commissioners agree to make the following payments as appropriate to the Service Provider:-

- A. DDA Complaint (disabled) patient weekly supplies – £10 per patient per month, if a pharmacy is providing the service to more than 30 patients a month the payment will decrease to £7 per patient per month for each additional patient.
- B. Non DDA Complaint (not disabled) patient monthly supplies – £10 per patient per month, if a pharmacy is providing the service to more than 30 patients a month the payment will decrease to £7 per patient per month for each additional patient.
- C. Non DDA Compliant (not disabled) patient weekly supplies - £15 per patient per month, if a pharmacy is providing the service to more than 30 patients a month the payment will decrease to £10 per patient per month for each additional patient.

The Service Provider shall submit data to LaSCA by the third working day of the month. Payment shall then be paid in arrears by the first day of the next month after submission of data, i.e. if data is submitted on 3<sup>rd</sup> April, payment will be made to the provider no later than 1<sup>st</sup> May.

All Payments will be made directly to the Service Provider not individual Pharmacists.

## **(8) Complaints**

Any complaints from patients should be dealt with by the pharmacy's own complaints procedure in the first instance. If help is required please contact the Complaints Manager, Wigan Borough CCG, Wigan Life Centre, College Ave, Wigan WN1 1NJ.

Any complaints from Pharmacy Contractors, GP's or other Social Services about the Pharmacy Monitored Dosage System Service should be directed to the Complaints Manager, Wigan Borough CCG, Wigan Life Centre, College Ave, Wigan WN1 1NJ.

## **(9) Clinical Incident Reporting**

The Service Provider shall immediately report any Serious Untoward Incident or any Adverse Patient Incident directly or indirectly involving any Patient to Wigan Borough CCG and shall provide all reasonable assistance to Wigan Borough CCG in investigating and handling the incident.

The Service Provider shall, at the discretion of Wigan Borough CCG, carry out an investigation into the Adverse Patient Incident and its causes and make the results available to Wigan Borough CCG, or permit Wigan Borough CCG (or a person authorised by Wigan Borough CCG) to carry out such investigation and the Provider shall fully co-operate with such an investigation.

A clinical incident is:

- Any adverse patient incident, event or circumstance arising during NHS care that could have or did lead to unintended or unexpected harm, loss or damage.
- A **near miss** is an incident that **could** have led to harm.
- A **serious incident** is one where **actual or potential major permanent harm or death** occurred.

Incident reports should be sent to the Clinical Risk/Health & Safety Manager, Wigan Borough CCG, Wigan Life Centre, College Ave, Wigan WN1 1NJ.

This clause 9 shall survive the termination or expiry of this Agreement.

## **(10) Monitoring and Evaluation**

The Service Provider will co-operate with the Commissioners inspection, monitoring and evaluation procedures which may include:-

- Consultation with the Service Users.
- Systematic inspections and audits to evaluate and record the Service Provider's performance.

The Service Provider shall maintain accounts and records in respect of the clients for whom this Service is commissioned, in particular the DDA assessment form and MDS Scheme Compliance Assessment Form.

## **(11) Quality Assurance**

The Service Provider shall carry out the Service in accordance with best practice in health care and shall be guided by the standards and recommendations set out in:

- The Service Specification.
- Information issued by the National Institute of Clinical Excellence.
- Information issued by the Department of Health.
- Information issued by any relevant professional body.
- Any audit and/or Adverse Incident Reporting.

The provider shall ensure that:

- All Staff employed by the Provider are informed and aware of the standards of performance they are required to provide and are able to meet those standards.
- The adherence of the Provider's Staff to such standards of performance is routinely monitored and that remedial action is promptly taken where such standards are not attained.

The Service provider shall permit announced or unannounced visits from Wigan Borough CCG.

## **(12) Confidentiality**

The Service Provider and all its employees shall not divulge to any third party any information concerning the Service Users without the consent of the Service User and of the Commissioners.

The Service Provider shall neither dispose of, nor part with possession of, any confidential material provided to the Service Provider by the Commissioners or Service Users pursuant to this Agreement or prepared by the Service Provider pursuant to this Agreement other than in accordance with the express instructions of the Commissioners.

Paper records must be locked safely away and shall be retained for a minimum period of 4 years.

## **(13) Premises for the delivery of the Monitored Dosage System Service**

The pharmacy must be a registered pharmacy with an NHS contract with Wigan Borough CCG.

The pharmacy has provision for the pharmacist to speak with clients in confidence.

There must be adequate facilities to store patient records securely and confidentially.

**(14) Indemnity and Insurance**

The Service Provider should ensure that they have appropriate professional indemnity insurance.

**(15) Default in Performance**

If at any time during the period of the Agreement the service or any part thereof has in the opinion of the Commissioners either not been undertaken or has not been carried out in accordance with the Agreement or the Service Provider is in breach of any of its obligations under this Agreement, then the Commissioners may without prejudice to any of its other rights under this Agreement serve a notice (default notice) requiring the Service Provider to remedy the breach on such terms and within such a time as may be stipulated in the default notice.

**(16) Termination**

The Commissioners shall be entitled to terminate this Agreement by giving one months notice in writing to the Service Provider

If either:-

- The Service Provider commits a breach of any of its obligations under the Agreement OR
- The Service Provider fails to remedy any breach in accordance with a Default Notice served under Section 15 OR
- The Service, for whatever reason, fails to achieve its objectives as detailed in the Service Specification and as measured by performance indicators as at Section 10 and detailed in the Service Specification.

Signed: .....

Name (Print) .....

Reg No.....

On behalf of (Pharmacy Name)

.....

Signed:  .....

Mr Mike Tate  
Director of Finance 27/12/2012

On behalf of Wigan Borough CCG

