**2025-2028 Service Level Agreement (SLA)**

**Additional Pharmaceutical Care Services**

**Provision of a Community Pharmacy Clozapine Service**

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| **1.** | **Introduction** |
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|  | This Service Level Agreement (SLA) acts as a contract between NHS FV and the Pharmacy Contractor and commits the Pharmacy Contractor to provide the services as defined. The SLA must be read in conjunction with the Appendices provided. Services will be provided within the legal and ethical framework of pharmacy as a whole. |
| **2.** | **Background to Service** |
|  | Clozapine is a second generation antipsychotic licensed for Treatment-resistant schizophrenia and Psychosis during the course of Parkinson’s disease and requires regular blood monitoring. |
|  | All patients treated with clozapine must be registered with the clozapine patient monitoring service (e.g. CPMS,). The patient, prescriber and pharmacy must all be registered. |
| **3.** | **Service Aims** |
|  | To improve safety and access to clozapine and provide medicine related advice through community pharmacies in a patient focussed service. |
|  | To provide a single source of medicine supply for people prescribed clozapine (high risk medicine) and manage the potential risk of drug interactions with other medicines prescribed via General Practice. |
|  | To promote partnership working between General Practice, Community Pharmacy and Specialist Mental Health Services (MHSS) within localities. |
| **4.** | **Roles and Responsibilities:** |
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| **4.1** | **Responsibilities of Participating Contractor** |
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|  | **The Pharmacy Contractor will:** |
|  | Take full responsibility for ensuring compliance with all aspects of the SLA. |
|  | Nominate a **Key Pharmacist** (usually the Responsible Pharmacist) and **technician/dispenser** who will have accountability for provision of the service on a day to day basis from that pharmacy. For pharmacies open over extended hours and particularly on a Sunday, the Participating Contractor must also ensure that the Locum/Relief manager and technician/dispenser on duty at these times has a full understanding of the SLA to be competent to maintain continuity of service. |
|  | Ensure the Standard Operating Procedures (SOPs) in place governing the service fully cover the main principles of the provision specific to the service standards operating within the pharmacy and that all involved in providing the service are fully conversant with the content of each SOP. |
|  | Ensure that the Key Pharmacist and all pharmacy staff offer a user-friendly, non-judgemental, person-centred and confidential service |
|  | Ensure that the services are operated from premises providing a level of confidentiality and privacy which is acceptable to the individual patient. |
|  | Ensure that the service is available to patients for the full contracted opening hours of the premises unless there are exceptional circumstances. |
|  | Ensure that all GPhC Standards are upheld during the provision of this service – in particular ensuring that children and vulnerable adults are safeguarded. |
|  | Make available to patients and carers a range of information in accessible format, including details of local support services and voluntary agencies. |
|  | Keep and maintain appropriate records, including patient medication records to enable verification of service provision and training requirements, and provide to Community Pharmacy Development Team (CPDT) for internal and external audit, evaluation, monitoring service development and payment verification purposes. |
|  | Participate in any local audit processes to the agreed levels |
| **4.2** | **Responsibilities of Community Pharmacy** |
|  | The Community Pharmacy will:  develop systems to support the clozapine service including:   * Access to the clozapine information packs:   ([https://pharmacies.nhsforthvalley.com/resources/locally-negotiated-](https://pharmacies.nhsforthvalley.com/resources/locally-negotiated-services/clozapine-dispensing-service/) [services/clozapine-dispensing-service/](https://pharmacies.nhsforthvalley.com/resources/locally-negotiated-services/clozapine-dispensing-service/) |
|  | Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9. |
|  | Ensure the Care Bundle Standards are being met The care bundle comprises of:Check the validity of blood result at point of issue to the patient and ensure it is valid for the period of supply  * Assess concordance e.g. check collection in timely manner * Ask patient about missed doses and respond appropriately * Assessing interactions * Ask the patient about side effects, especially constipation and flu like symptoms * Ask the patient if smoking status has changed * Promote healthy lifestyle e.g. smoking cessation, weight management, exercise. |
| **4.3** | **Community Pharmacy Development Team** |
|  | NHS Forth Valley should ensure effective monitoring and audit of the service. |
|  | An electronic copy of the SLA will be forwarded to the Participating Contractor each time the service is reviewed and agreed with Community Pharmacy FV (CP FV). The Participating Contractor (or nominated representative) will formally sign a copy of the SLA as a record of acceptance of the terms and conditions of the SLA for the provision of this additional service. The signed copy requires to be returned to Pamela Calder at: Pharmacy Services, Carseview House, Castle Business Park, Stirling, FK9 4SW or [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) by the date specified to ensure that all relevant payments can be made. |
| **4.4** | **Responsibilities of Key Pharmacist:** |
|  | Maintain their competency to practice in this speciality by successfully completing all specified training requirements especially the mandatory element of this Agreement (Appendix 1). |
|  | Provide a professional clinical check for all prescriptions prior to dispensing and supply |
|  | The pharmacist is responsible for participating in local and national evaluation and facilitating local customer feedback initiatives |
| **4.5** | **Other service FV Mental Health Team will:** |
|  | The Mental Health Clinical Pharmacy Team in liaison with the Mental Health Specialist Services will determine which patients are suitable for the service. |
|  | The Mental Health Clinical Pharmacy Team will contact the nominated Community Pharmacist to confirm their willingness to dispense clozapine for the selected patient. |
|  | The date of transfer to this service will be agreed between the Mental Health Specialist Services (MHSS) and the community pharmacy. The MHSS will provide the clozapine prescription |
| **4.6** | All parties will maintain patient confidentiality and comply will all relevant GDPR regulations. |
| **4.7** | The General Data Protection Regulation (GDPR) (EU) 2016/679 [13] and Data Protection Act 2018 [14] came into force on 25 May 2018. All organisations that process personal data are required to comply with the requirements of this legislation.  This means that personal information will be:  • Processed lawfully, fairly, and in a transparent manner.  • Collected for specified, explicit and legitimate purposes.  • Only collected so far as required for our lawful purposes.  • As accurate and up to date as possible.  • Retained for a reasonable period, in accordance with retention policies.  • Processed in a manner which ensures an appropriate level of security. |
| **4.8** | The community pharmacy and the local Mental Health Specialist Services (MHSS) are jointly responsible for developing and maintaining a close working relationship. This should include a process to allow sharing of relevant information in line with NHS Board Data Protection and Confidentiality Policy for Personal information. |
| **5** | **Training** |
|  | NHS Forth Valley will ensure relevant training is made available to pharmacy staff involved in their Community Pharmacy Clozapine Service |
|  | All staff involved in the clozapine service should complete the online training from CPMS to attain their own log in for the monitoring site. |
|  | Ongoing support will be provided by the Mental Health Specialist Services. |
|  | The community pharmacist and pharmacy team must ensure that he/she maintains an up-to-date knowledge relevant to providing pharmaceutical care for people with severe and enduring mental illness (e.g. NES resources). |
|  | **All staff should:**   1. Know what the aims of the Service are. 2. Know where to access support materials. 3. Read and understand the content of the support material. 4. Recognise how the support materials present a Continued Professional Development (CPD) opportunity for both pharmacists and technicians. |
| **6.** | **Payments for Service Participation/Delivery** |
|  | A fee will be paid for each package of care delivered for each individual patient engaged in the service. |
|  | The number of patients per pharmacy will be identified /established and agreed by all parties. Regularly updated information should be sent to Primary Care Contractor Services who will set up the fee payment process. The negotiated fee per patient per month can then be paid monthly by NHS Forth Valley. In the event of a fee change within the lifetime of the SLA, formal notification will be sent to the community pharmacy network via e-mail. |
|  | Information for audit and evaluation purposes may also be gathered and must be completed before any payment is made by NHS Forth Valley. Reasonable written notice would be provided prior to the completion of an audit where possible. |
|  | The Fees set out in this SLA are exclusive of any applicable Value Added Tax.  Value Added Tax will be charged at the prevailing rate and is payable by the [Commissioner] following the receipt of a VAT invoice. |
|  | **Overpayments/Recoveries** |
|  | If an over/inappropriate payment is identified, the CPDT will make arrangements to process a recovery.  The payment recovered will not exceed the amount of the over/inappropriate payment.  No additional/further financial sanction will be applied. The Pharmacy Contractor will be advised of the intention to recover monies before the recovery is made. |
|  | Any recovery will be made via the Regional Payments process and will be visible both via the PAY001 produced by Practitioner Services Division (PSD) and the local remittance produced by the CPDT. |
| **7.** | **Scope of SLA** |
|  | This SLA will be effective from Jan 25 and will end on 31/1/28. |
| **8.** | **Notification of Participation** |
|  | Pharmacy Contractors should indicate their willingness to participate in the service by submitting a signed copy of the Participation Form (**Appendix 1**) using the submission details contained on the form. Forms should be submitted via e-mail to [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) . |
| **9.** | **Withdrawal from SLA** |
|  | Both parties will provide a minimum of three months notice if they wish to withdraw from this SLA. |
| **10.** | **Health and Care (Staffing) (Scotland) Act 2019** |
|  | The Health and Care (Staffing) (Scotland) Act 2019 (“the 2019 Act”) places requirements on the Health Board stating that:  *“In planning and securing the provision of healthcare from another person under a contract agreement must have regard to*   1. *The guiding principles for health and care staffing; and*   *The need for the person from whom the provision of health care is to be secured to have appropriate staffing levels in place.”* |
|  | In signing to participate in this service, the Pharmacy Contractor confirms that they have taken into consideration provisions set out in the Health and Care (Staffing) (Scotland) Act 2019 so that the level of support available to operate the service is in line with the aims of the Act and that sufficient staff are available to safely and effectively provide the service |

**Version Control**

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| **Version** | 1. **Original SLA** |
| **Name/Department of**  **Originator/author:** | Community Pharmacy Development Team |
| **Name/Title of responsible**  **Committee/individual:** |  |
| **Date issued:** |  |
| **Review date:** |  |
| **Target audience:** | NHS Forth Valley Community Pharmacy |

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| **Version** | **Date** | **Control Reason** |
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**Appendix 1**

**SLA Declaration of Participation:**

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| Name and Address of Contractor: |  | Contractor Code: |
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Please complete and return this form to:

|  |  |
| --- | --- |
| Pamela Calder  Contracts Officer  Carseview House | E-mail to: [pamela.calder@nhs.scot](mailto:pamela.calder@nhs.scot) |
| Castle Business Park, |  |
| Stirling | **Cut-off date for submission:** |
| FK9 4SW |  |

**Agreement to Provide:**

Pharmaceutical care as defined in the SLA – **Provision of a Community Pharmacy Clozapine Service**

(Please Tick as appropriate)

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| I wish to participate in this service and in so doing, I confirm that I have read, understood and will comply with the provisions set out in the SLA |  |

Contractor/Contractor Representative Name: ……………………………….. (*Please print)*

Signature: …………………………………………. Date: …………………..

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| **Counter Fraud Declaration**: I accept that the information provided on this form may be used to verify any claim associated with this service and may be shared with other bodies/agencies for the purposes of prevention and detection of crime.  In signing this form, I consent to this use and acknowledge that if I provide false information then I may be liable to criminal prosecution, referral to my professional body and/or recovery proceedings. |

Please sign this document and retain for your own records. Please submit a copy as above.

|  |  |
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| **Signed on behalf of:**  **Date:** |  |