

A SERVICE LEVEL AGREEMENT FOR LOCALLY ENHANCED PHARMACEUTICAL CARE SERVICES

TO DELIVER:

MEDICINES MANAGEMENT SERVICE
WITH MEDICINES ADMINISTRATION
RECORD (MAR) FOR LEVEL 3 & 4
SERVICE USERS REQUIRING
SUPPORT WITH CARERS

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Contact Details:

Margaret Maskrey, Lead Pharmacist, Inverclyde HSCP Margaret.maskrey2@nhs.scot
Community Pharmacy Development Team, NHSGGC ggc.cpdevteam@nhs.scot

PREAMBLE

This Agreement ("the Agreement") is between Inverclyde HSCP, being a Health & Social Care Partnership constituted pursuant to The Public Bodies (Joint Working) (Scotland) Act 2014 (as amended) (the "Act") and having its headquarters at Greenock Health and Care Centre, Wellington Street, Greenock, PA15 4NH (the "HSCP") and the Pharmacy Contractor named in the submitted Participation Form (Appendix 1) ("the Pharmacy Contractor") (each being a "Party" and being collectively referred to as "the Parties").

1. SERVICE DETAILS, COMMENCEMENT AND DURATION

1.1	The HSCP has agreed the participation of the Pharmacy Contractor to undertake a package of pharmaceutical care, negotiated under <u>section 23 a (iii) Part 1 of the Scottish Drug Tariff</u> i.e. Pharmacy Contractors may enter into a contract with their local NHS Board in respect to provision of an additional remunerated service.
1.2	This Agreement shall commence on 1 st July 2025 ("the Commencement Date") and shall (subject to the other provisions of this Agreement) continue until 30 th June 2026 ("Expiry Date") unless terminated in writing by either Party in accordance with clause 14.1.

SERVICE SPECIFICATION

2. INTRODUCTION

2.1	This Service Level Agreement (SLA) acts as a contract between Inverclyde HSCP 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.
2.2	The introduction of this SLA for the provision of a medicines management service with Medicines Administration Record (MAR) for carers provides a contractual and governance framework for Inverclyde HSCP and their community pharmacy partners to supply a medicines management service to identified Service Users with enhanced pharmaceutical care provision where needed.

3. BACKGROUND TO SERVICE

3.1	Monitored Dosage Systems (MDS) supplied by Community Pharmacy have been used for many years as a means to enable carers to assist certain Service Users in taking their medicines. Such use is wholly inappropriate for a number of reasons.
	Multi-compartment compliance aids (MCAs) RPS (rpharms.com)
	This link will only open for RPS members.
3.2	A safer and more effective solution which will allow carers to safely help Service Users take their medicines is the provision of a Universal* MAR in conjunction with Original Pack Dispensing.
	*Work has already been completed to standardise the MAR produced by all of the existing PMR systems used in Community Pharmacy.

4. SERVICE AIMS

4.1 To create a safer and more efficient service option for supplying Service Users with their medication along with a MAR that can be utilised by carers when supporting patient care within the Service User's home setting.

5. TARGET COHORT

5.1	HSCP staff will assess the level of support required as part of an initial assessment of the Service User. Continued independence and enabling solutions will be key to this assessment, allowing Service Users to safely manage their own medicines and self-care wherever possible.
5.2	Level 1 : Patients require no support with medication – a MAR will not be required and medication will be supplied in the normal manner.
5.3	Level 2 : Patients will be able to manage their medication with some prompting or assistance. They will retain overall responsibility for the administration of their medication and a MAR will not be required.
5.4	Level 3 : Patients will be unable to administer their medication themselves. Employees (local authority employed or commissioned carers) will be responsible for ensuring that the Service User gets the correct medication at the correct time and in the correct way according to their Medication Policy Guidelines. MAR required.
5.5	Level 4 : Patients require support beyond the skills of social care staff. Support will be provided by health professionals. Medication will be supplied in original packs along with a MAR.
5.6	The Medicines Management Service with MAR enables appropriately trained employees to safely assist Service Users in Level 3 and Level 4 in the taking of medicines and allows for accurate recording of administration.

6. ROLES AND RESPONSIBILITIES

6.1 | The Pharmacy Contractor will:

- Take full responsibility for ensuring compliance with all aspects of the Service Outline & Standards for the service (Section 7).
- 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 Pharmacy Contractor must also ensure that the Locum/Relief manager and technician/dispenser on duty at these times has a full understanding of the SLA and Service Outline & Standards (Section 7) 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 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;
- Ensure that the Key Pharmacist and all pharmacy staff offer a user-friendly, non-judgmental, person-centered and confidential service;
- Ensure that all GPhC Standards are upheld during the provision of this service in particular ensuring that vulnerable adults are safeguarded.
- Keep and maintain appropriate records, including patient medication records to enable verification of service provision and training requirements, and provide to Inverclyde HSCP for internal and external audit, evaluation, monitoring service development and payment verification purposes.
- Participate in any local audit processes to the agreed levels.
- Ensure that staff are provided with any updates or changes to the service.

6.2 **The Responsible Pharmacist** will:

- Assume the responsibility for the accuracy of the MAR at all times.
- In order to safely and confidently discharge this duty, it will be necessary for the Community Pharmacy to provide a full Medicines Management Service. This will include, but may not be restricted to:
 - ✓ Ordering of all prescriptions and supply of all medicines, including 'PRN' (as required) medicines.
 - ✓ Ensuring the synchronisation of all medicines enabling a monthly cycle for supply and an assurance that medicines will not 'run out'.
 - ✓ Ensuring amendments to medicine regime are immediately actioned on MAR and medicines held by Service User are updated.
 - ✓ Provision of advice to carers on any aspect of administration of medicines.
 - ✓ Delivery of medicines when required.
 - ✓ Maintenance of MAR chart in real time. At present this will be through supply of a paper MAR but in future an electronic MAR will be standard.
- Ensure that a Medication Incident report (utilising either the CPDT version here or their own corporate version) is completed for all medication incidents whether prescribing or dispensing, and promptly reported to the Lead Pharmacist, CPDT with anonymised details to be disseminated across the network highlighting the remedial action being taken to minimise the risk of reoccurrence.

- Medication Incident Forms should be submitted via e-mail to: cpdt@ggc.scot.nhs.uk.
- A Significant Event Analysis (SEA) may have to be completed in certain circumstances. Participants are also encouraged to share independent reports of good practice which should be sent to the HSCP Lead Pharmacist for dissemination.
- Ensure the safe and effective provision of pharmacy services in line with GPhC Standard 9.

6.3 **The HSCP** will:

- Notify the community pharmacy, if an individual on the Medicines Management Service is admitted to hospital, and the service will be suspended until Service User is discharged;
- On discharge, the hospital will supply medication for 7 days and may contact the community pharmacy to discuss MAR requirements from information available on the Emergency Care Summary;
- Ensure there is a mechanism in place to inform the community pharmacy of any other medication changes in a timely fashion e.g. following out-patient appointment.
- 6.4 All parties will maintain Service User confidentiality and comply will all relevant GDPR regulations.
- 6.5 The General Data Protection Regulations (GDPR) (EU) 2016/679 [13] and Data Protection Act 2018 [14] came into force on 25th May 2018. All organisations that process personal data are required to comply with the requirements of this legislation.
- 6.6 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.
- 6.7 An electronic copy of the SLA will be forwarded to the Participating Pharmacy Contractor each time the service is reviewed and agreed with Community Pharmacy GG&C (CP GG&C). The Participating Pharmacy 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 CPDT at: Pharmacy Services, Clarkston Court, 56 Busby Road, Glasgow, G76 7AT by the date specified to ensure that all relevant payments can be made. Alternatively an electronic signed submission can be made to: ggc.cpdevteam@nhs.scot.

7. SERVICE OUTLINES AND STANDARDS

7.1 The pharmacy will be contacted by **HSCP** social services when an individual has been assessed as requiring LEVEL 3 or LEVEL 4 assistance with medication. This will require medication to be dispensed in original dispensing packs at 1 month intervals and the provision of a 28 day MAR Chart.

7.2	The pharmacy will be informed which Care Provider (local authority or commissioned carers) will provide care at home for the individual. The pharmacy should agree a start date and collection or delivery date for the first 28 day supply of medication taking into consideration current medication supplies the individual has at home.
7.3	The pharmacy should offer medicine synchronization at the point of service initiation.
7.4	The HSCP will contact the individual's GP to inform them of the need for Level 3/4 medication support, initiation of the Medicines Management Service with MAR, and to request the patient record is noted accordingly.
7.5	Prescriptions for individuals on the Medicines Management Service with MAR should be highlighted in the directions field. If this annotation is missing, the community pharmacy must contact the practice to ensure the Service User is coded correctly so that the information appears on the Emergency Care Summary, should the individual be admitted to hospital or attend an out of hours consultation.
7.6	The initial set up of an individual for the Medicines Management Service with MAR will require reconciling all medication and confirmation of specific dosage instructions for all current medication. If simplification of medication regime can be made to reduce carer workload this should be considered at this time.
7.7	The pharmacy will annotate the patient medication record that the individual requires a MAR Chart. A MAR Chart will be issued every time a prescription is received for the service user.
7.8	If medication is prescribed at different times to regular prescriptions then a mid-cycle MAR Chart will be issued.
7.9	The MAR Chart will include:
	✓ All medication currently prescribed for the individual.
7.10	Dressings and appliances will not be included.
7.11	PRN medication may not be ordered every 28 days, but should still appear on every MAR Chart and only be removed when pharmacy has been notified this has been stopped.
7.12	Any discontinued medication will be deleted to ensure this is not ordered or administered in error.
7.13	Clear and standardised directions for administration will be given e.g. ONE tablet to be taken at NIGHT. PRN medication should include an indication e.g. Paracetamol 500mg, TWO tablets to be taken Four Times a day, when required for pain.
7.14	Administration times must be stated as morning, lunchtime, teatime, and bedtime NOT specific times (e.g. 9am, 12pm, 6pm, 9pm) to allow for any slight variation in carer attendance at individuals home. Note: Some medicines may require specific times e.g. Parkinson's medicines. Any such exception will be managed by the Community Pharmacy.
7.15	The MAR Chart must be dated with administration dates for the cycle, to enable carers to administer medication safely on the correct date.
7.16	Where new medication is prescribed mid-month the pharmacy may be required to assist in the synchronization of medication quantities for future prescriptions. A mid-cycle MAR chart should be issued, to be used with the existing chart.

7.17	Ordering prescriptions for Medicines Management Service with MAR Service Users is the responsibility of the Community Pharmacy. Pharmacies are advised to order all regular medicines listed on the MAR chart on week 2 of the cycle (14 days before they are due), only order what is required (PRN medicines may not be needed every month, but must remain on the MAR chart). The pharmacy will collect prescriptions from the Service User's GP surgery.
7.18	Discontinued and unwanted medicines, or any refused at time of administration, will be returned to the pharmacy, with a disposal form (if in use) which must be signed and returned to carer, to comply with Care Inspectorate Guidance.
7.19	Any incidents or dispensing errors should be recorded as per standard procedures in the community pharmacy or by using NHS GGC Medication Incident Form here . Details of incidents or dispensing errors must be communicated with the Lead Pharmacist, Community Care as soon as is possible (Section 6.2)
7.20	Where appropriate the Service User must also be contacted as soon as possible in relation to dispensing errors.
7.21	In the event of any Adverse Drug Reactions (ADRs) the Service User's GP must be notified. Additionally, the MHRA should be notified via the Yellow Card scheme (yellowcard.mhra.gov.uk).

8. TRAINING

8.1	All Key Pharmacists involved in the Service must complete the following training:	
8.2	Initially:	
	How to synchronise prescriptions using the current endorsement guidance	
	How to set up and create a MAR chart within their individual PMR system	
	How to amend/add/delete medication and create	
	a new MAR chart when required	
8.3	Each Year:	
	Refresh knowledge of above	
8.4	Other useful resources include:	
	Endorsing Guide National Services Scotland (nhs.scot)	
8.5	All staff should:	
	 Know what the aims of the Service are. Know where to access support materials. 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.	
	5. Know when to contact the HSCP/CPDT for advice e.g. to report medication incident.	
8.6	Support Materials	
	The support materials include: Inverclyde HSCP Adult Medication Support Policy, March 2024, Version 2, updated May 2025 (1)	
	Available at Primary Care Transformation Inverclyde - Organization home	

9. MONITORING AND EVALUATION

9.1	Data relating to the number of Service Users benefitting from the service, the number of products supplied and any issues identified relating to this service will be collected by the CPDT.
9.2	Information collected from the payment system will be used for the purposes of payment verification, audit and service improvement. By signing to participate in the service, Pharmacy Contractors agree to this use.
9.3	Where Pharmacy Contractors are asked to undertake an audit exercise, reasonable notice will be provided prior to the audit commencing.
9.4	The HSCP will regularly monitor a contractor's performance against the standards set by the SLA. Where the standards are not being met the HSCP will work with the contractor to agree an improvement plan. If after 3 months the contractor has not met the term of the plan then the HSCP may consider termination of the contract. (Section 14).

10. PAYMENT ARRANGEMENTS

10.1	Payments for Service Participation/Delivery
10.1.1	Community Pharmacies will receive a payment of £30.00 per Service User for every month they provide pharmaceutical care to an individual Service User.
10.1.2	Payment will be made in arrears each month. Participating Pharmacy Contractors will complete a claim for the total number of Service Users who have been provided with pharmaceutical care on a monthly basis. Payment will be made on submission of the claim contained in the Electronic Claiming Workbook (ECW) Participating Pharmacy Contractors should note that claims must be submitted by the 6th of the month to guarantee payment in that month. Any claims submitted after this date will be held over to the next month.
10.1.3	Claims can only be submitted where data is provided for each relevant calendar month.
10.1.4	The Fees set out in Para 10.1.1 are exempt of Value Added Tax.
10.2	Overpayments/Recoveries
10.2.1	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.
10.2.2	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.
10.3	General Business Costs
10.3.1	General business costs such as insurance, servicing finance, banking charges, business administration, payment tracking etc. are reflected in national arrangements for community pharmaceutical services and as such do not form part of local arrangements/ service level agreements.

10.3.2	It is anticipated that the products prescribed and supplied via community pharmacy under this SLA will be available from major wholesalers / through existing account arrangements and will require no, or minimal additional workload, around account set up, payment tracking, administration etc. However, where such non-pharmaceutical care related impacts are significant and are envisaged, or occurring, local discussions on such impacts may need to take place.
10.4	Risk
10.4.1	Pharmacy Contractors will remain accountable for delivery of their professional responsibilities and standards in line with the GPhC standards in delivering this service.
10.5	Service Financial Management
10.5.1	The HSCP through CPDT will undertake post-payment verification checks in line with the process established and agreed via National Services Scotland (NSS). Pharmacy Contractors participating in the service should support this exercise by providing information if and when requested.

11. SANCTIONS

1	1.1	Failure to return a completed SLA within 3 months of commencement of service will
		result in any payment associated with the service being withheld until it is received.

12. HEALTH AND CARE (STAFFING) (SCOTLAND) ACT 2019

12.	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 a) The guiding principles for health and care staffing; and b) The need for the person from whom the provision of health care is to be secured to have appropriate staffing levels in place."
12.	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.

13. NOTIFICATION OF PARTICIPATION

Pharmacy Contractors should indicate their willingness to participate in the service by submitting a signed copy of the SLA v1 Participation Form (**Appendix 1**) using the submission details contained on the form. Forms should be submitted via e-mail ggc.cpdevteam@nhs.scot.

14. TERMINATION

14.1	Should either party require to terminate this arrangement, they will only do so after three months' notice has been provided, in writing to the CPD Team.
14.2	Pharmacy Contractors should endeavour to provide no less than four weeks' notice of their intention to withdraw from the service, to allow alternative arrangements to be made for any Service Users who may have an expectation of receiving the service.
14.3	Pharmacy Contractors should e-mail notification to: ggc.cpdevteam@nhs.scot
14.4	Where there are issues of performance, or compliance, the Board will work with the Pharmacy Contractor to resolve these and will provide the Pharmacy Contractor reasonable time to make any improvements identified.
14.5	Where the Board requires to terminate a Pharmacy Contractor's participation in the service, or the service itself, it will endeavour to provide no less than four weeks' notice to the individual Pharmacy Contractor or the community pharmacy network as a whole.

15. INTERPRETATION AND APPLICATION

"the 2019 Act"	Means the Health and Care (Staffing) (Scotland) Act 2019
"the Act"	Means The Public Bodies (Joint Working) (Scotland) Act 2014 (as amended)
"Board"	Means a Health Board within the meaning of section 2(1)(a) of the Act
"Pharmacy Contractor"	Means a person/partnership or body corporate whose name is included on a Board's Provisional Pharmaceutical List or Pharmaceutical List for the purposes of dispensing medicines and supplying drugs and appliances
"Commencement Date"	Means the date on which the service will begin and the date on which claims for payment will be deemed to be appropriate
"Extended Hours"	Means pharmacies open after 6.00pm on weekdays (at least one in the week), after 1.00pm on Saturday or any time on Sunday
"Expiry Date"	Means the date on which the service will end or the date by which the Service Level Agreement will be reviewed and renewed
"GDPR Regulations"	Means the EU general Data Protection Regulation 2016/679 as retained by UK law under the European Union (withdrawal) Act 2018.
"HSCP"	Means a Health and Social Care Partnership formed as part of the integration of services provided by Health Boards and Councils in Scotland under the Public Bodies (Joint Working) (Scotland) Act 2014.
"Key Pharmacist"	Pharmacist nominated by the Pharmacy Contractor having accountability for the provision of the service.
"MAR"	Means a Medication Administration Record
"Parties	Has the meaning assigned to it in the Preamble to this Service Level Agreement

"properly completed"	Means the form must contain: contractor code, authorised signature, date of signing and completion of any other information deemed necessary.
"reasonable notice"	Means in all normal circumstances no less than 21 calendar days.

16. LIST OF APPENDICES

Appendix 1	Participation Form
Appendix 2 (Separate Document)	Adult Medication Support Policy – Inverclyde HSCP

17. VERSION CONTROL

Version	1. Original SLA
Name/Department of Originator/author:	Community Pharmacy Development Team/CPGGC
Name/Title of responsible Committee/individual:	Pamela Macintyre/Margaret Maskrey
Date issued:	30/05/2025
Review date:	30/05/2026
Target audience:	Community Pharmacy Contractors – Inverclyde HSCP

Version	Date	Control Reason

SLA Declaration of Participation:

Name and Address of Contractor:	Contractor Code:
Name and Address of Contractor.	Contractor Code.
Please complete and return this form to:	
Community Pharmacy Development Team	Email to: ggc.cpdevteam@nhs.scot
Clarkston Court,	
56 Busby Road	Cut-off date for submission:
Glasgow	
G76 7AT	Friday 13th June 2025
Agreement to Provide:	
Pharmaceutical Care as defined in the SLA – Medici	nes Management Service with MAR for Carers
between 1 st July 2025 and 30 th June 2026.	
I wish to participate in this service and in so doing, and will comply with the provisions set out in the SL	
1	,
Contractor/Contractor Depresentative Name.	(Dlagge muint)
Contractor/Contractor Representative Name:	(Please print)
Signature:	Date:
-	
Counter Fraud Declaration: Laccept that the infor	motion provided on this form may be used to

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.

Once submitted to CPDT, please retain a copy for your own records.

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Pamela Macintyre

Plaantyre

Lead Pharmacist – Community Pharmacy

Development Date: 28/05/2025

Signed on behalf of Inverclyde HSCP:

Margaret Maskrey

Margaret of Meshrey

Lead Clinical Pharmacist

Date: 28/05/2025