



## MEMORANDUM OF TERMS OF SERVICE

### MICROPATHOLOGY LTD

## FOR THE PROVISION OF VIROLOGICAL, BACTERIAL, GENETIC TESTING SERVICES

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ISO15189:2012 Sub-clause 4.4.1 states that:

**‘Each request accepted by the laboratory shall be considered an agreement’.**

In compliance, this Memorandum of Terms of Service details the virology, bacterial and genetics services Micropathology Ltd provides for its users/customers and the expectations Micropathology Ltd has of its users/customers who use this service for a one off test or on a regular basis.

If required, in compliance with ISO15189:2012 sub-clause 4.4, a Service Level Agreement is available.

## TESTING SERVICE REQUIREMENTS/EXPECTATIONS

Micropathology Ltd agrees to:

- Provide a molecular viral, bacterial and genetic testing service, where appropriate, to meet the needs and requirements of users.
- Ensure there are sufficient competent personnel for the provision of the service.
- Ensure that there are appropriate premises, maintained equipment, reagents and consumables necessary for the provision of the service.
- Use appropriate diagnostic tests appropriate to the requests of the user.
- Report to the user any instances where testing cannot be completed.
- Inform user of any significant delay, that may compromise patient care, regarding testing of diagnostic samples.
- Report test results with appropriate interpretive comments/caveats within the expected turnaround time as stated in the Laboratory User Handbook.
- Reference any work performed by pre-selected third parties.
- Inform users of any changes to the diagnostic service, which affect test performance and / or result interpretation.
- Deal with user complaints sensitively and as swiftly as possible.
- Ensure all information for users in the Laboratory user handbook and on the Company website is accurate and up to date.
- Ensure patient and data confidentiality at all times through appropriate means.
- To store specimens in accordance with the Micropathology Ltd. Laboratory User Handbook, unless explicitly agreed otherwise.
- Maintain all insurance policies appropriate and adequate for the service provided.
- Ensure compliance with ISO15189:2012 at all times.

Micropathology Ltd expects users/customers to:

- Provide samples of an appropriate type for testing.
- Send an appropriate request form detailing:
  - All necessary patient identifiers, as detailed in the user handbook and in accordance with IBMS guidelines.
  - Correct, matched details are legible on both request form and sample.
  - Sample details are clearly marked on the sample and request form.
  - Address of origin of the requesting laboratory.
- Request appropriate tests subject to sample type and clinical information
- Send diagnostic samples in a safe and secure manner to Micropathology Ltd without delay.
- Provide clinical information, where provided.

## **1. PAYMENT FOR DIAGNOSTIC SERVICES PROVIDED**

**Micropathology Ltd will be paid by the User for activity according to the rates given by Micropathology Ltd. Payment shall be made against invoices raised, raised retrospectively, to reflect actual use of the service. All invoices are payable within 30 days of the date of issue.**

These rates will be reviewed annually and users notified, in advance, of any change.

Up to date price lists are available on the website for registered users. Alternatively, the laboratory can be contacted for up to date test price information.

## **2. PERFORMANCE REVIEW / VARIATION**

Micropathology Ltd monitors performance of its diagnostic virology, bacterial, genetics service through various key Quality Indicators (including EQA performance, Test turnaround time, Auditing, Non-compliances) on a regular basis.

In the event of any serious performance related issues in these Quality Indicators, Micropathology Ltd will inform users. Micropathology Ltd will strive to rectify any situation as soon as is reasonably possible.

## **3. CONTINGENCY PLAN**

In the event of fire, flood, theft, staff sickness, increase sample receipt, Micropathology Ltd have

1. Appropriate insurance cover and
2. A contingency plan in operation

to ensure continuation of the diagnostic service without significant delay.

**This Memorandum of terms of service does not exclude nor undermine any redress available to either party within the laws of contract within England and Wales.**