

**SERVICE LEVEL AGREEMENT TO ENABLE
COMMUNITY PHARMACISTS WITHIN THE
ROTHERHAM PLACE (NHS SOUTH
YORKSHIRE ICB) TO SUPPLY NICOTINE
REPLACEMENT THERAPY TO CLIENTS OF
THE ROTHERHAM NHS SMOKING IN
PREGNANCY SERVICE**

PREPARED BY: Rotherham NHS Smoking in Pregnancy Service on behalf of The Rotherham NHS Foundation Trust

DURATION OF THE CONTRACT: 1 April 2023 – 31 March 2024

TO BE REVIEWED: Annually

The service specification and the contract agreement will be subject to review annually

ISSUED TO: Community Pharmacists in the Rotherham Place (NHS South Yorkshire ICB)

PROVISION OF NICOTINE REPLACEMENT THERAPY (NRT) VIA PHARMOUTCOMES BY COMMUNITY PHARMACISTS FOR NHS ROTHERHAM PATIENTS

1. INTRODUCTION

The aim of this service is to increase the availability of Nicotine Replacement Therapy (NRT), free of charge to all patients registered with an NHS Rotherham GP and/or have a Rotherham postcode via a PharmOutcomes, through community pharmacies in Rotherham.

It is designed to provide greater access and choice for patients.

2. NOTICES AND KEY MANAGERS

Any notices, communication and information required to be given by either party under this contract should be in writing to the key managers at the addresses below:

The Rotherham NHS Foundation Trust (the Commissioner)	Pharmacy (the Provider)
Contracts & Business Development, Moorgate Road Rotherham S60 2UD	

3. BACKGROUND SERVICE OUTLINE

Pharmacy contractors providing this service will be required to:

- Be compliant with this Locally Enhanced Service by ensuring all pharmacists and their staff engaged in the delivery of this service are aware of the requirements and content of this agreement
- Carry a stock and/or order in all NRT products, within reason, described on the NRT Provision list for supply to suitable patients
- All NRT products dispensed are to be labelled in accordance with the Medicines for Human Use Regulations 1994, the Medicines (labelling) Regulations 1976 and European Directives
- Maintain Patient Medication Records (PMR) of all supplies made through this scheme
- Ensure that all dispensing pharmacists are suitably trained to provide the service and ensure all pharmacy staff members are aware how to deal with the initial request and forward onto the pharmacist
- Operate the service for at least 80% of the full pharmacy opening hours

- Where under exceptional circumstances a pharmacy is unable to provide the service, (for less than the stipulated 80% of the full pharmacy opening hours) Rotherham NHS Smoking in Pregnancy Service must be notified and the reason why the service cannot be provided
- Record activity in an auditable manner and in a way specified by Rotherham NHS Smoking in Pregnancy Service
- Participate in any Rotherham NHS Smoking in Pregnancy Service initiatives to promote the service
- Provide the service to appropriate patients who either “walk in” or are signposted from another organisation
- On receiving the PharmOutcomes request, the Pharmacist must confirm that the NRT preparation/s recommended and dispensed is/are clinically appropriate for the client and confirm the supply of NRT requested.
- Ensure the GP is informed as per PharmOutcomes.
- The supplying pharmacist will be responsible for clinical care of the client relating to the supply of NRT

4. SPECIFICATION

The service shall be provided by a practising pharmacist registered with the General Pharmaceutical Council.

In signing this SLA the pharmacy contractor accepts their liability to ensure that all persons employed to provide this service on their behalf have completed an appropriate level of child protection training. All pharmacists should be aware of guidance issued by the GPhC. Specifically those covering – GPhC Standards of conduct, ethics and performance, GPhC standards for CPD, GPhC guidance on patient confidentiality, GPhC guidance on consent, GPhC guidance on raising concerns, GPhC guidance on maintaining clear sexual boundaries.

A signed copy of this document must be kept in the Pharmacy (ideally in the Community Pharmacy resource folder) in each registered pharmacy where the service is to be delivered

5. PERFORMANCE MANAGEMENT AND SERVICE QUALITY

The pharmacy providing the service must:

- Comply with the National Health Service (Pharmaceutical Services) Regulations 2012 Number 1909 for the delivery of Essential Services. Provide Rotherham NHS Smoking in Pregnancy Service with a premises specific e-mail address which is accessed by the pharmacy at least once a day during opening times

The provider of the service will work to the following performance targets:

- The pharmacy providing the service will have a complaints procedure. All complaints related to the service will be reported to Rotherham NHS Smoking in Pregnancy Service, who reserves the right of directly investigating any complaint (as per the delivery of Essential Services)

- Failure to complete all mandatory fields within the PharmOutcomes voucher system by the deadline stated in section 21 may result in delayed or non-payment
- Poor performance of the above will be audited and addressed as described in section 20

The service delivered under this SLA will be subject to the following monitoring:

- The service will be reviewed in line with national guidance
- Audit of the appropriate supply of NRT products
- Changes to the level or quality of the service will not be introduced without prior agreement from Rotherham NHS Smoking in Pregnancy Service. Any changes will be authorised in writing prior to being implemented
- Non-compliance of adherence to provision of the required information within the pre-defined deadlines will result in an initial performance notice. Continued and consistent non-compliance following an initial performance notice will result in a final performance notice and may result in application of Clause 17 Suspension and Termination.

6. CONTRACT MONITORING

The Provider must maintain appropriate records on the The Rotherham NHS Foundation Trust (TRFT) designated database PharmOutcomes on the same day as the consultation to ensure effective on-going service delivery, audit and payment.

TRFT will access all data from the TRFT designated database PharmOutcomes. Completion of all mandatory fields listed below is essential to ensure payment can be made:

- Provision Date
- Clients Name
- Data of Birth
- Postcode
- Address
- Exclusions (contraindications to NRT check list)
- GP Practice
- Voucher Issue Date
- Serial Number (Voucher)
- Type of NRT Requested
- Second Supply of NRT required (if Applicable)
- Levy Status
- Name (Pharmacy member of staff supplying voucher)

Records will remain confidential and although Pharmacists will have sight of patient information this is pseudonymised in any TRFT designated database audit report viewed by Commissioners.

The Pharmacy shall provide monthly activity data to TRFT via PharmOutcomes in respect of this service within 10 working days following the end of each month. Data must be submitted on PharmOutcomes to ensure payment for services. Payments will be made on a monthly basis.

Local monitoring and evaluation will be undertaken by TRFT on an annual basis. Providers will be required to supply appropriate documentation if requested for inspection at any point during the term of the contract.

The Service Specification shall be reviewed annually and updated to reflect any changes. Three months' notice will be given to the Provider of any significant changes, which may impact on the service and will ensure sufficient transition arrangements are secured to provide service continuity.

7. SAFEGUARDING (CHILDREN AND ADULTS IN VULNERABLE CIRCUMSTANCES)

- (a) The Provider has in place a policy for safeguarding and promoting the welfare of children and adults in vulnerable circumstances derived from the local multi-agency policy, as amended from time to time (the Safeguarding Policies). Copies of the Provider's Safeguarding Policies will be made available on request.
- (b) At the reasonable written request of the Trust, the Provider shall provide evidence to the Trust that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.
- (c) If requested by the Trust, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators.

8. PROFESSIONAL INDEMNITY INSURANCE

The pharmacists providing the service shall maintain insurance in respect of public liability and personal indemnity against any claims, whatsoever which may arise out of the terms, conditions and obligations of this agreement.

Each Party accepts unlimited liability to the other for:

- death or personal injury caused by the negligence of that Party; and
- fraud committed by or on behalf of that Party.

Save as provided in the above paragraph, the Provider shall not be liable to the Trust for (a) any indirect or consequential loss or (b) any loss of use or loss of profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

Save as provided in the above paragraph, the Provider's liability whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever arising shall not exceed the contract price paid to the Provider in the 12 months previous to the date of the

event (or first series of related events giving rise to such liability) first arose.

The Provider and the Commissioner shall at all times take all reasonable steps to minimise and mitigate any loss for which a Party is entitled to bring a claim against the other Party pursuant to this Agreement.

9. HEALTH AND SAFETY

The pharmacist providing the service shall comply with the requirements of the Health and Safety at Work Act 1974, the management of health and safety at work regulations 1999 and any other acts, regulation, orders or rules of law pertaining to health and safety.

10. CONFIDENTIALITY

Each of the parties undertakes to keep secret and strictly confidential and shall not use, copy or disclose Confidential Information to any third party, without the other party's prior written consent provided that the provisions of this paragraph shall not apply to any Confidential Information which:

- is in or enters the public domain other than by breach of the Contract; or
- is obtained from a third party who is lawfully authorised to disclose such information; or
- is authorised for release by the prior written consent of the disclosing party.

Nothing in this paragraph shall prevent the Trust from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

In this paragraph, Confidential Information shall mean any and all information, data and material of any nature belonging to the parties which either party may receive or obtain in connection with this Contract which is Personal Data or Sensitive (Special Category) Personal Data (as both terms are defined in the Data Protection Act 2018), which relates to any patient of the Trust or his or her treatment or medical history, or other information, the release of which is likely to prejudice the commercial interests of the either party, or which is a trade secret, including Know How.

11. FREEDOM OF INFORMATION ACT

Each party acknowledges that they are or may be subject to the Freedom of Information Act 2000 and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 (the EIRs) as may be amended, updated or replaced from time to time ("FOIA") and both parties shall co-operate and aid one another so as to enable them to meet their obligations under the FOIA.

Where a party ("the Disclosing party") receives a written request for information which is covered by the FOIA and which relates to the Other party's Confidential Information ("the Requested

Information”) the Disclosing party shall notify the Other party of the receipt of such request and of the nature and extent of the information covered by the request. The Disclosing party shall reasonably consider any representations and recommendations made by the other party. However, the parties acknowledge that in all cases it is for the Disclosing party (having full regard to any guidance or codes of practice issued by the Information Trust or the Department for Constitutional Affairs) to determine whether it is obliged to disclose the Requested Information under the FOIA including where the public interest lies in relation to disclosure.

12. DATA PROTECTION

Each party agrees that in providing the other with information under the terms of this Contract it is not and will not be, in breach of the Data Protection Act 2018 and all subordinate legislation relating thereto.

The Provider must comply at all times with obligations equivalent to those imposed on the Co-ordinating Commissioner by virtue of the Sixth Data Protection Principle for so long as the DPA 2018 remains in force and with those set out at Article 32 of the UKGDPR and equivalent provisions implemented into Law.

The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UKGDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.

13. NHS COUNTER FRAUD AND SECURITY MANAGEMENT

The Provider shall take all necessary steps to counter fraud affecting NHS funded services and shall maintain accreditation under ISO 27001:2013 Information Security Management.

14. SERIOUS UNTOWARD INCIDENT AND PATIENT SAFETY INCIDENT REPORTING

The Provider shall send the Trust a copy of any notification it gives to the Regulator where that notification directly or indirectly concerns any Service User.

The Parties shall comply with:

- the arrangements for notification and investigation of Serious Untoward Incidents; and
- the procedures for implementing and sharing Lessons Learned in relation to Serious Untoward Incidents, that are agreed between the parties.

The Provider shall comply in all respects with the procedures relating to Patient Safety Incidents and the procedures for implementing and sharing Lessons Learned in relation to Patient Safety Incidents that are agreed.

15. INFORMATION GOVERNANCE

The Parties acknowledge their respective obligations arising under FOIA, DPA 2018, UKGDPR and HRA, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations.

The Provider must complete and publish an annual information governance assessment using the NHS Data Security & Protection Toolkit.

The Provider must:

- nominate an Information Governance Lead, to be responsible for information governance and for providing the Provider's Governing Body with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;

- nominate a Caldicott Guardian and Senior Information Risk Owner, each of whom must be a member of the Provider's Governing Body;

- ensure that the Commissioner is kept informed at all times of the identities of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner.

The Provider must adopt and implement the recommendations of the National Data Guardian Review of Data Security, Consent and Op-outs (Caldicott 3)..

The Provider must, at least once in each Contract Year, audit its practices against quality statements regarding data sharing set out in NICE Clinical Guideline 138.

The Provider must achieve compliance with the mandatory requirements in the NHS Data Security & Protection Toolkit.

The Provider must report and publish any Data Breach and any Information Governance Breach in accordance with IG Guidance for Serious Incidents.

The Provider acknowledges that the Commissioners are subject to the requirements of the FOIA. The Provider must assist and co-operate with each Commissioner to enable it to comply with its disclosure obligations under the FOIA. The Provider agrees:

- that this Contract and any other recorded information held by the Provider on a Commissioner's behalf for the purposes of this Contract are subject to the obligations and commitments of the Commissioner under FOIA;

- that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA is a decision solely for the Commissioner to whom the request is addressed;

that where the Provider receives a request for information under FOIA and the Provider itself is subject to FOIA, it will liaise with the relevant Commissioner as to the contents of any response before a response to a request is issued and will promptly (and in any event within 2 Operational Days) provide a copy of the request and any response to the relevant Commissioner;

that where the Provider receives a request for information under FOIA and the Provider is not itself subject to FOIA, it will not respond to that request (unless directed to do so by the relevant Commissioner to whom the request relates) and will promptly (and in any event within 2 Operational Days) transfer the request to the relevant Commissioner;

that any Commissioner, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and

to assist the Commissioners in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by that Commissioner within 5 Operational Days of that request and without charge.

Notwithstanding any other term of this Contract, the Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA.

16. EQUITY OF ACCESS, EQUALITY, HUMAN RIGHTS AND NO DISCRIMINATION

The Provider shall not discriminate between or against Service Users or Carers on the grounds of gender, age, ethnicity or race, disability, religion or belief, sexual orientation or any other protected characteristics under the Equality Act 2010.

The Provider shall provide appropriate assistance and make reasonable adjustments for Service Users and Carers who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).

The Provider shall have due regard in its performance of this Agreement to the need contemplated by the Equality Act 2010 to:

- eliminate unlawful discrimination and harassment;
- promote equality of opportunity;

- make reasonable adjustments for disabled persons to assist them overcome any substantial difficulties which they face even where that involves treating disabled persons more favourably than other persons;
- promote positive attitudes towards persons who have a protected characteristic under the Equality Act 2010.

17. INTELLECTUAL PROPERTY

The parties agree that each party shall subject to any written agreement to the contrary retain all and any intellectual property belonging to it and not developed in relation to the services and brought to the parties' joint working in accordance with this agreement.

Copyright and all other Intellectual Property Rights in the information and data templates and any formats or tables or other works arising from the performance of Services (the Results) shall belong to the Provider.

18. SUSPENSION AND TERMINATION

19. SUSPENSION

The provisions of this Clause shall apply if:

the Commissioner (the "Suspending Party"), acting reasonably, considers that a breach by the Provider of any obligation under this Agreement;

may result in a material interruption in the provision of the Service;

the Suspending Party justifiably considers the circumstances constitute an emergency.

Where this Clause applies and the Suspending Party considers it to be necessary or expedient to do so, the steps which they may take shall include the partial or total suspension (by written notice to the Provider taking immediate effect) of the obligation of the Provider to provide one or more of the Services and its right to receive payment for them until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Suspending Party that it will perform (and is capable of performing) its obligations in respect of the relevant Services to the required standard and the Suspending Party may recover their costs resulting from suspension provided that the Suspending Party, as and when it becomes reasonably satisfied as to such future performance by the Provider of all that Suspending Party's Services may require the Provider to restore its suspended services under the terms of this Agreement and the Schedules appropriate to that Suspending Party by not less than 30 days written notice to the Provider and such restoration shall be without prejudice to the Suspending Party's right to recover its costs resulting from suspension.

To the extent that the Provider and the suspending party shall agree, or it shall be determined that the suspending party was not acting reasonably suspending the Service or Services pursuant to this Clause then the suspending party so agreeing (or subject to that determination) shall indemnify and keep indemnified the Provider at all times from and against any losses that are

directly and reasonable incurred by the Provider and attributable to the suspending party. For the avoidance of doubt, it is acknowledged that the Provider has no right to require Dispute Resolution before taking any such action that the Suspending Party may specify; only subsequently may it refer any dispute for resolution to determine if the Suspending Party was reasonable in requiring the Provider to take such steps.

20. TERMINATION

Subject to the following Clauses, there shall be no termination of this Agreement during the first 6 months of the Contract Term.

The Provider may terminate this Agreement voluntarily as to the whole (but not part) of the Services appropriate to the Commissioner by giving not less than 3 months written notice to the Commissioner.

The Commissioner may voluntarily terminate this Agreement as to the whole (but not part) of the Services by giving not less than 3 months written notice to the Provider.

The Commissioner or the Provider shall be entitled to terminate this Agreement in its entirety forthwith by written notice to the other, if an Event of Force Majeure persists for more than 30 (thirty) working days without the Parties agreeing alternatives terms.

In exercising their rights, the Commissioner shall have due regard for the other Services provided by the Provider.

Termination of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to the date of termination.

CONSEQUENCES OF EXPIRY OR TERMINATION OR SUSPENSION

Upon the expiry or termination of this Agreement or during any period of suspension:

the Commissioner shall use all reasonable endeavours to ensure that no further Patients are referred by them to the Provider.

For the avoidance of doubt, the Commissioner shall pay to the Provider such sums as shall be calculated.

This Clause shall survive expiration or termination for any reason of this Agreement.

PROVISIONS SURVIVING TERMINATION

Any rights, duties or obligations of any of the Parties which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement, together with all indemnities, shall continue after such expiry or termination, subject to such limitations of time as are expressed in this Agreement.

21. THIRD PARTY RIGHTS

A person who is not a party to this Contract shall have no right pursuant to the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Contract.

22. ASSIGNMENT AND SUBCONTRACTING

Save as may be expressly permitted by the terms of this Agreement (including the Provider's right to provide the Services using Consultants and clinical and non-clinical staff engaged by the Provider (including agency nurses) neither Party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all of its rights or obligations under this Agreement without the prior written consent of the other party.

The Provider is permitted to provide the Services using, or using the assistance of any of its Sub-contractors being the bodies or individuals from time to time specified.

The Provider shall be responsible for the acts and omissions of its Sub-contractors as if such act or omission had been omitted or committed by the Provider itself and shall procure that all its Sub-contractors shall abide by the terms of this Agreement as if they were a party hereto, but nothing in this Clause 19 or other Clause of or Schedule to this Agreement nor the recognition and permission of the Commissioner shall constitute any Sub-contractor of the Provider as a party to this Agreement.

This Agreement shall be binding on and shall ensure to the benefit of the Provider and the Commissioner and their respective successors and permitted transferees and assigns.

23. REMUNERATION

The contract payment for the service is for the provision of Nicotine Replacement Therapy, via voucher, to all patients registered with a Rotherham GP aged over 12 years, presenting to pharmacies contracted to provide this service.

The following fee schedule shall apply for this service as at 1 April 2023:

Dispensing fee (Per item with a maximum of two) £2.00

Drug tariff price - NRT drug costs will be paid at the current Drug Tariff price via PharmOutcomes

- The £2.00 dispensing fee will be paid for every item, with a maximum of two. Payment for the medicine will be dependent on the PharmOutcomes request. The pharmacist must confirm that the NRT preparation/s recommended and dispensed is/are clinically appropriate for the client, and confirm NRT request.
- NRT drug costs will be paid at the current Drug Tariff price via PharmOutcomes.
- All claims must be entered on to PharmOutcomes for payment. Providers will be required to submit their claims by no later than the 10th working day of the following month and payment will be made on a monthly basis.
- The PharmOutcomes report will generate the amount of monies that will be paid to pharmacists for the dispensing fee/s and Nicotine Replacement Therapy that they have issued within that month.

24. DURATION AND TERMINATION OF THIS AGREEMENT

The duration of this contract is for 12 months from date of signing and is subject to annual review. This SLA will automatically expire on 31 March 2024.

A pharmacy no longer willing or able to provide the service must give three months' notice in writing to Rotherham NHS Smoking in Pregnancy Service. The provider must agree the continuity arrangements of the service during the notice period with Rotherham NHS Smoking in Pregnancy Service.

Rotherham NHS Smoking in Pregnancy Service Nicotine Replacement Therapy (NRT) Supply Service by Community Pharmacies

I confirm that I am a registered Pharmacist employed by or owner of the Pharmacy below and I have read this Service Level Agreement and agree that supply of Nicotine Replacement Therapy (NRT) may be provided to Clients of the Rotherham NHS Smoking in Pregnancy Service by suitably trained and accredited Pharmacists working in the Pharmacy named below.

Name of Contractor:	Rotherham NHS Smoking in Pregnancy Service on behalf of The Rotherham NHS Foundation Trust
Period:	1 April 2023 - 31 March 2024

Wishes to provide the NRT Voucher scheme in accordance with the terms of the contract from the following community pharmacy premises.

Pharmacy Name & Address:	
Premises email address:	

The following named individual is the lead for providing this service (if this individual leaves an alternative must be nominated within 2 weeks).

Name:	
Job Title/ Position:	
Signed on behalf of the contractor:	
Authority of person completing this form on behalf of the Pharmacy Contractor:	
Date of completion:	

On behalf of:	Rotherham NHS Smoking in Pregnancy Service	The Rotherham NHS Foundation Trust
Name:		
Signature:		
Date		

An electronic copy of this agreement will be returned to the contractor for their records.

Please return an electronic copy of the SLA to Stacie Knowles (Stacie.Knowles@nhs.net).