

Service Level Agreement to enable community pharmacists in Barnsley to supply Nicotine Replacement Therapy, and Varenicline to clients of Yorkshire Smokefree Barnsley

Ref:CO-01074

BETWEEN: Yorkshire Smokefree Barnsley

Hosted by South West Yorkshire Partnership NHS Foundation Trust,
(SWYPT)

Fieldhead, Ouchthorpe Lane, Wakefield, WF1 3SP
(The “Commissioner”)

AND: **XX,**

Address

(the “Provider”)

together referred to as the “Parties” or individually a “Party”.

Issue date: **01/04/2022**

Version Control		
Version 1	Created by James Vickers	29 April 2022
Version 2	Amended by James Vickers	03 May 2022
Version 6	Amended by J Vickers	06 October 2022

Review Date

Document Change Record

The following table records the complete history of the successive editions of the present document.

Version	Date	Description	Authorisation

Commissioner

Name / Signature: Adrian Snarr
Position: Director of Finance of Finance and Resources
Date:
Email: Adrian.snarr@swyt.nhs.uk
Telephone number: 01924 316306

Provider

Name / Signature
Position
Date
Email
Telephone

Related Documents

- Tender Document (if applicable).
- NHS Terms and Conditions for the Supply of Services (Contract Version) (May 2018). Copy available via the “Document Owner” or the link detailed below:
<https://www.gov.uk/government/publications/nhs-standard-terms-and-conditions-of-contract-for-the-purchase-of-goods-and-supply-of-services>
- Service Level Agreement Schedules.
 - Schedule 1 – Service Description
 - Schedule 2 – Service Fees
 - Schedule 3 – Service Level Agreement Review
 - Schedule 4 – Information and Data Provisions

1. Action List

Action	Date	Reason for Change	Sections Affected

2. Commencement Date

This Service Level Agreement will commence on **01 November 2022**.

3. Service Level Agreement Period

The Service level Agreement is for **24 months** until **31st October 2024**. The designated “Document Owner” is responsible for facilitating regular reviews of this document. The agreement remains “*Commercial in Confidence*” at all times.

4. Termination Notice Period

The minimum Termination Notice Period for this Service Level Agreement is **1 month**. Any termination notices given; which can be provided by either party; **must** be submitted formally in writing and should be then be mutually agreed.

5. General Overview

This is a Service Level Agreement (SLA) between **XX** and South West Yorkshire Partnership NHS Foundation Trust receiving the service.

5.1 The service **Provider** provides to the Trust

5.1.1 The responsibilities of **XX** as a Provider of these services and of the Trust receiving the service.

6. Service Description

6.1 Service scope, description as detailed in Schedule 1.

6.2 Service availability: **XX** shall provide the service as follows:

6.2.1 To be available for 80% of the provider's opening hours.

6.3 Assumptions

6.3.1 Scheduling and delivery of all services shall be in accordance with Schedule 1.

7. Requesting Service Contact Information

7.1 Name: **James Vickers**
Title: **Senior Contracts Manager**
Telephone Number: **07385 460030**
Email Address: james.vickers@swyt.nhs.uk

8. Escalation Process

The dispute resolution process will follow the clauses stated in the NHS Terms and Conditions for the Supply of Services. In support of any potential disputes with this Service Level Agreement the following will apply.

Level	Job Title / Role
1	Service/Commissioning Manager
2	District Director
3	Deputy Chief Executive / Chief Executive

9. Changes to the Services

Either party may propose changes to the scope, nature, or time schedule of the service being performed under this Service Level Agreement.

The parties shall mutually agree to any proposed changes, including adjustments to costs as a result of changes to services prior to the change being implemented.

All changes are to be subject to mutually agreed change control procedures and must be approved in writing by both parties.

10. Obligations of the Trust (Commissioner)

The Commissioner shall be responsible for ensuring that the supplier is kept fully informed of any changes which shall have an effect on the provider's ability to deliver the service included in the scope of this Service Level Agreement for the **Provision of Local Enhanced Service Agreement to Provide a Priority Stop Smoking Service.**

Schedule 1 - Service Description

1. Service

1.1 Service Description

The provision of **Local Enhanced Service Agreement to Provide a Level 1 Stop Smoking Service.**

1.2 Key Stakeholders for this Service are:

Nominated Officer for the Commissioner	Nominated Officer for the Provider
Name: Amanda Longdon	Name: XX
Position: Service Manager	Position: XX
Phone: 01226 644364	Phone: XX
email: Amanda.Longdon@swyt.nhs.uk	email: XX

1.3 Introduction

The aim of this service is to increase the availability of Nicotine Replacement Therapy (NRT) via a voucher and/or Varenicline/Bupropion via a Patient Group Direction, free of charge to all clients registered with an NHS Barnsley /CCG GP, or who works/lives within Barnsley Metropolitan District Council area, through community pharmacies in Barnsley.

Please complete the table below to show the options you are willing to provide:

I wish to continue the voucher scheme until October 2024	YES / NO
I will be supplying NRT	YES / NO
I will be supplying Varenicline (via PGD when supplies return)	YES / NO
I will be dispensing Bupropion (via new PGD)	YES / NO

1.4 Service Outline

Pharmacy contractors providing this service will be required to:

- Be compliant with this Service Level Agreement 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 of all NRT products, and Varenicline and Bupropion, within reason, described on the e-vouchers for supply to suitable patients.
- Only dispense NRT products or Varenicline/Bupropion to clients presenting a valid E-voucher issued by Yorkshire Smokefree Barnsley or a third-party provider contracted by Yorkshire Smokefree Barnsley.
- Items will be supplied free of charge to clients. E-Vouchers are valid for 28 days from the date of issue.
- All NRT, Varenicline/Bupropion products supplied are to be labelled in accordance with the Medicines for Human Use Regulations 1994, the Medicines (labelling) Regulations 1976 and European Directives.
- Ensure that Varenicline/Bupropion is supplied in accordance with the South West Yorkshire NHS Partnership Trust Patient Group Direction (PGD).
- Maintain Patient Medication Records (PMR) of all supplies made through this scheme.
- Ensure that any locum pharmacists have read and signed the PGD to state they are competent to supply under the PGD
- 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) Yorkshire Smokefree Barnsley must be notified with the reason why the service cannot be provided
- Record activity in an auditable manner and in a way specified by Yorkshire Smokefree Barnsley, using 'Pharmoutcomes'.
- Participate in any Yorkshire Smokefree Barnsley initiatives to promote the service.
- The supplying pharmacist will be responsible for clinical care of the client relating to the supply of NRT, Varenicline and Bupropion
- If a client is not suitable for any products, then the pharmacy should direct the client back to the advisor who provided the voucher.

1.5 Specification

The clinical assessment element of service provision shall be provided by a pharmacist registered with the General Pharmaceutical Council after receiving training from the commissioner. The responsible pharmacist must oversee any delegation of any other tasks to other members of the pharmacy team, taking overall responsibility for the commissioned service.

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

1.6 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 Yorkshire Smokefree Barnsley 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 Yorkshire Smokefree Barnsley, who reserve the right of directly investigating any complaint (as per the delivery of Essential Services)
- Failure to complete all mandatory fields within the Pharmoutcomes e-voucher system by the deadline stated in the remuneration section in Schedule 2, may result in delayed or non-payment
- Poor performance of the above will be audited and addressed as described in the remuneration section in Schedule 2.
- 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 or Varenicline or Bupropion
 - Changes to the level or quality of the service will not be introduced without prior agreement from Yorkshire Smokefree Barnsley. Any changes will be authorised in writing prior to being implemented
 - Non-compliance or 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 7 Termination.

1.7 Commencement Date

The commencement date of the agreement is 1st November 2022.

Schedule 2 – Service Fees/Funding

1. Remuneration

The contract payment for the service is for the provision of Nicotine Replacement Therapy via e-voucher and Varenicline/Bupropion via PGD, to all patients registered with a Barnsley GP. Supply should only be made where the e-voucher or PGD states Yorkshire Smokefree Barnsley.

The following fee schedule shall apply for this service from 1st November 2022 -31st October 2024:

NICOTINE REPLACEMENT THERAPY

Drug tariff price plus VAT (5%) of NRT supplied plus £2.50 dispensing fee for mono therapy or £3.50 dispensing fee for combination therapy.

VARENICLINE

Initial assessment of client for suitability for Varenicline under the PGD = drug tariff price plus VAT (5%) plus £20 consultation fee.

Subsequent supplies = drug tariff plus VAT price *plus* £2.50 dispensing fee per e-voucher

- 1.1 Variation of Service. In the event that any of the Services or part of the Services are no longer needed during the Contract Period, or additional Services are required for whatever reason, the Parties will, in accordance with Clause 9 of Service Level Agreement, discuss the effect this has on the Commissioner's organisation and agree an amendment to the Service fee which will not necessarily be on a pro-rata basis.

Schedule 3 - Service Level Agreement Review

1. Service Level Agreement Review

- 1.1 On a regular basis, the Commissioner will organise and chair a Service Level Agreement review meeting.
- 1.2 The objective of the Service Level Agreement review meeting is to improve performance and the relationship between the Parties for the overall benefit of the Beneficiaries.
- 1.3 Attendees will include:
 - 1.3.1 The Contract Nominated Officers named in clause **Error! Reference source not found.** of Schedule 1 or their successors.
 - 1.3.2 A representative from the Commissioner's Procurement and/or Finance function
 - 1.3.3 Any other involved persons by invitation of the Chair.
- 1.4 The agenda will typically include:
 - Review of previous actions.
 - Review of Contract performance measurements.
 - Issues that are working very well.
 - Issues of non-conformance with the Service Level Agreement.
 - Changes needed to Contract Service or delivery including any financial implications.
 - Suggestions for improvement, including new products and technologies.
 - Date of next Contract review meeting.
- 1.5 Minutes will be taken by the Commissioner and circulated to all persons involved.

Schedule 4 – Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party (“Discloser”) and subject always to the remainder of Clause 1 of this Schedule 4, each Party (“Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser’s prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date.
- 1.1.2 the provisions of Clause 1 of this Schedule 4 shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient.
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality.
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser.
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser.
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 4 shall prevent the Recipient 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, including the Freedom of Information Act 2000 (“FOIA”), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities’ Functions or on the Management of Records (“Codes of Practice”) or the Environmental Information Regulations 2004 (“Environmental Regulations”).
- 1.3 The Commissioner may disclose the Provider’s Confidential Information:
- 1.3.1 on a confidential basis, to any consultant, contractor or other person engaged by the Commissioner receiving such information.
- 1.3.2 to any relevant party for the purpose of the examination and certification of the Commissioner’s accounts.
- 1.3.3 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner has used its resources.

- 1.3.4 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements.
- 1.3.5 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract.

For the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Commissioner making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this **Error! Reference source not found..**

- 1.4 The Provider may only disclose the Commissioner's Confidential Information, and any other information provided to the Provider by the Commissioner in relation to this Contract, to the Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Provider's obligations under this Contract. The Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 4 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Commissioner's written discretion, destroyed securely or returned to the Commissioner when it is no longer required. The Provider shall not, and shall ensure that the Staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purposes of performing the Provider's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 4, the Provider shall not, without the prior written consent of the Commissioner (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Provider to the Commissioner and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 4 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Provider shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
- 2.2 Where the Provider is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.

- 2.3 The Provider and the Commissioner shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data
- (a) if essential, having regard to the purpose for which the transfer is conducted; and
 - (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Commissioner under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.4 Where any Personal Data is Processed by any Sub-contractor of the Provider in connection with this Contract, the Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 4, as if such Sub-contractor were the Provider.
- 2.5 The Provider shall indemnify and keep the Commissioner indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Provider's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3. Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.3 The Provider shall assist and cooperate with the Commissioner to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Provider agrees:
- 3.3.1 that this Contract and any recorded information held by the Provider on the Commissioner's behalf for the purposes of this Contract are subject to the obligations and commitments of the Provider under the FOIA, Codes of Practice and Environmental Regulations.
 - 3.3.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Commissioner.

- 3.3.3 that where the Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Commissioner as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Commissioner.
- 3.3.4 that where the Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Commissioner) and will promptly (and in any event within two (2) Business Days) transfer the request to the Commissioner.
- 3.3.5 that the 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 Regulations, may disclose information concerning the Provider and this Contract.
- 3.3.6 to assist the Commissioner in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) 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 the Commissioner within five (5) Business Days of that request and without charge.
- 3.4 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.5 Notwithstanding any other term of this Contract, the Commissioner 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 the FOIA, Codes of Practice and Environmental Regulations.
- 3.6 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 4, the Commissioner may consult with the Provider to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Commissioner's absolute discretion.
- 3.7 Where any information is held by any Sub-contractor of the Provider in connection with this Contract, the Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 4, as if such Sub-contractor were the Provider.

4. Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 4, the Provider shall:

- 4.1.1 notify the Commissioner forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Commissioner's information governance Policies; and fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.