



Dated: _____ 2019

SERVICE LEVEL AGREEMENT

**For the provision of
Smoking Cessation Treatment Programme
within Local Pharmacies**

This Service Level Agreement is made on the

(“Date of Agreement”)

Between the Parties:

The Contractor: Reed Wellbeing Limited
(Referred to in this document as “**RW**”)

Registered address: Academy Court
94 Chancery Lane
London
WC2A 1DT

And the Provider: .
(Referred to in this document as the “**Pharmacy**”)

Address: .
. .

Pharmacy F code: .

Definitions

Be Smoke Free is the smoking cessation service to be provided by the Pharmacy under this Service Level Agreement as more particularly set out in Schedule 1 (Be Smoke Free Specification).

Cheshire East Council is the name of the commissioner whom RW is delivering the smoking cessation treatment programme on behalf of.

Client as referred to in this document is the recipient of the smoking cessation treatment programme as detailed in this document.

Data Protection Legislation means (i) the General Data Protection Regulations, the Law Enforcement Directive and any applicable implementing laws as amended from time to time; (ii) the Data Protection Act to the extent that it relates to the processing of personal data; and (iii) all applicable law about the processing of personal data and privacy.

Pharmacy Key Representative is the person nominated by the Pharmacy to be the main point of contact between the Pharmacy and RW during the provision of the Be Smoke Free Services.

PharmOutcomes is the IT system used by RW and the Pharmacy to record Client outcomes.

RW Key Representative is the person nominated by RW to be the main point of contact between RW and the Pharmacy during the provision of the Be Smoke Free Services

General Terms and Conditions

1. Term

- 1.1 This Service Level Agreement starts on the Date of Agreement and will continue in force for a period of one year unless terminated earlier in accordance with this Service Level Agreement. It may be subject to renewal following review by RW but renewal cannot be guaranteed.

2. Obligations

- 2.1 The Pharmacy will provide the Be Smoke Free Service in accordance with the specification set out at Schedule 1.
- 2.2 RW will manage the Be Smoke Free Service in accordance with its obligations set out at Schedule 1.
- 2.3 This Service Level Agreement comprises the General Terms and Conditions and the Be Smoke Free Specification in respect of the provision of Be Smoke Free Services, and the Pharmacy shall comply with the requirements of both in full in order to receive payment.
- 2.4 The Be Smoke Free Specification details RW's requirements under its agreement with Cheshire East Council and those requirements are flowed down to the Pharmacy delivering the Be Smoke Free Service.
- 2.5 There is no requirement for contractors to have a Standard Operating Procedure (SOP) in place for providing this service; however adherence to the SLA in full is accepted by all parties in signing this agreement.

3. Service Aim

- 3.1 RW has a head contract in place with Cheshire East Council. RW has contracted with Cheshire East Council to help and encourage Clients to stop smoking in accordance with the Be Smoke Free Specification.
- 3.2 The Pharmacy is expected to support Clients to stop smoking through specialist stop smoking services and community stop smoking interventions i.e. relationship building and Nicotine Replacement Therapy and through providing timely information and advice to those Clients. The Be Smoke Free Specification outlines in more detail the Be Smoke Free Services to be provided.

4. Payments.

- 4.1 RW will pay the following:
- a payment of £8.40 (including VAT) for each Client setting a quit date, or a payment of £15.75 (including VAT) for each quit date set for a specialist participant), and;
 - a payment of £16.80 (including VAT) for each Client achieving a 4-week quit outcome (CO verified) or a payment of £26.25 (including VAT) for each specialist participant achieving a 4-week quit outcome (CO verified)
- 4.2 "Specialist" participants are identified as individuals who have one or more of the following indicators:
- Pregnant
 - Mental health related condition

5. Administration and data

- 5.1 The Pharmacy will only deliver smoking cessation services to participants that are part of the One You Cheshire East programme. Participants will be referred to specific pharmacies for behaviour change support by RW. Should participants present themselves to the pharmacy without a referral they should be supported to register for One You Cheshire East via phone first.
- 5.2 Participants supported by the pharmacy, but not part of One You Cheshire East will not be eligible for performance payments.
- 5.3 The Pharmacy should update Client data via "PharmOutcomes" IT System. Data should be updated within 24 hours of any engagement with the Client. Any further delay must be communicated to RW immediately.
- 5.4 Incomplete, illegible or inaccurate data will not trigger payments until quality issues have been resolved by the Pharmacy.
- 5.5 RW will generate quarterly invoices via PharmOutcomes based on the Client data updated by the Pharmacy. Payment will be made within 30 days of such invoice.
- 5.6 Delay in submitting Client data and invoices may result in delays in payment and may result in non-payment of invoices. Delays over 3 months and or those missing the end of quarter or year deadlines will not be paid unless there are highly exceptional circumstances. No payment will be withheld without prior discussion with the Pharmacy concerned.
- 5.7 An appropriate invoice will need to be submitted monthly to Reed Wellbeing at:

Email: pledger.reedwellbeing@reed.co.uk

OR

Purchase Ledger
2nd Floor, East Wing
Graeme House
Derby Square
Liverpool
L2 7ZH

- 5.7 The Be Smoke Free Service is based on the service delivering an annual 4 week quitter target. Activity will be monitored monthly and quarterly and where activity is forecast to exceed the levels required by RW they will work with the Pharmacy to effect remedial action such that the planned activity delivered but does not greatly exceed the full target by the end of the year.

6. Standards

- 6.1 The service will be provided in accordance with the standards detailed in the Be Smoke Free Specification.

7. Key Performance Measures and Remedies

- 7.1 The Pharmacy will provide the Be Smoke Free Service in accordance with the Key Performance Measures set out in the Be Smoke Free Specification.

8. Unsatisfactory performance

- 8.1 Where RW believes that the Pharmacy has failed to meet the Key Performance Measures in any one quarter, RW may at any time (in its absolute discretion) elect to review the Be Smoke Free Service being provided to identify the problems and agree a corrective course of action and timetable. Be Smoke Free Services that continue to provide substandard service within three (3) months of a service review will no longer be commissioned by RW unless exceptional circumstance have occurred.
- 8.2 Unsatisfactory performance as identified through service audit, user assessment of the service, complaints or other means will be referred to by RW for investigation and may result in the suspension and/or termination of the service by RW.
- 8.3 Failure to provide a directed service in accordance with the Be Smoke Free Specification will be considered a breach of the SLA.

9. Service Promotion and Support

- 9.1 RW will be responsible for the promotion of the service locally, including the development of publicity materials, which the Pharmacy can use in accordance with this Service Level Agreement.
- 9.2 RW will provide details of relevant referral points which Pharmacy staff can use to signpost Clients who require further assistance.
- 9.3 The Pharmacy will nominate a Pharmacy Key Representative for smoking cessation. This person will be the link between the Pharmacy and RW on all issues of smoking cessation, responsible for supporting the Be Smoke Free Service within the pharmacy and ensuring effective communication between all parties and within the Pharmacy. This person does not have to be the Pharmacy stop smoking adviser. This person will arrange at least quarterly contact with RW Key Representative to support ongoing performance improvement.
- 9.4 RW will provide quarterly feedback on service performance against the Key Performance Measures.
- 9.5 The Pharmacy is responsible for ensuring that there are posters, leaflets and other promotional materials made available and visible in public areas in accordance with the instructions of RW.

10. Clinical Governance and Training

- 10.1 RW will provide all training specifically related to this smoking cessation treatment programme apart from the online training provided by National College for Smoking Cessation and Training (NCSCT).
- 10.2 All Pharmacy personnel providing the Be Smoke Free Services as described within this SLA shall have attended:
- RW Be Smoke Free training session; and
 - Successfully completed the NCSCT Stop Smoking Practitioner training and provide evidence of this.

Failure to comply with this requirement will result in the suspension of the SLA.

- 10.3 New advisers are required to complete and pass the (NCSCT) Stop Smoking Practitioner online training within a month of successfully completing the RW Be Smoke Free training assessment and prior to providing the treatment programme without supervision.

<http://www.ncsct.co.uk/>

- 10.4 Refresher Training will be required to be undertaken yearly.

11. Confidentiality and Data Protection

- 11.1 All confidential information relating to the RW Be Smoke Free Services including, without limitation, the terms of this Service Level Agreement, and all information relating to payment rates, prices and intellectual property disclosed to the Pharmacy shall be regarded as having been disclosed in confidence and shall not otherwise than when expressly authorised by RW, be passed onto any third party by the Pharmacy at any time either during or after the termination of this Service Level Agreement.
- 11.2 The Pharmacy shall not use any confidential information except for the purposes of providing the Be Smoke Free Services and shall inform RW immediately in the event that it becomes aware of a breach of this clause 11.
- 11.2 Each of the parties to the Service Level Agreement, including the personnel of each party (personnel shall include directors, officers, employees, servants, agents, consultants, suppliers and sub-contractors), will comply with all of its applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.
- 11.3 The parties acknowledge that the factual arrangement between them dictates the role of each party in respect of Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that RW shall be a Data Controller (as defined within the Data Protection Legislation) of the Personal Data provided by RW, collected and held by the Pharmacy in performing the Be Smoke Free Services.
- 11.4 The Pharmacy acknowledges that Cheshire East Council is subject to the requirements of the Freedom of Information Act 2000. The Pharmacy shall (i) provide all necessary assistance reasonably requested by RW; and (ii) transfer all requests for information to RW within the timescales specified, to enable Cheshire East Council to comply with its obligations under the Freedom of Information Act 2000.
- 11.5 Any approaches by the media for comments or interviews must be referred to RW.

12. Indemnity

- 12.1 The Pharmacy shall maintain adequate insurance for public liability and personal indemnity against any claims which may arise out of the terms and conditions of this agreement.

13. Review

- 13.1 This Service Level Agreement will be reviewed on an annual basis.

The designated Review Officers are:

For Reed Wellbeing:

Name: Tom Brunwin

Position: National Operations Manager

For the Pharmacy:

Name:

Position:

14. Complaints Procedure

- 14.1 Any complaint made by a Client in association with the Be Smoke Free Services will be dealt with in accordance with RW's Complaints Procedure and notified immediately to the Pharmacy Key Representative and/or the RW Key Representative (as appropriate).

15. Audit Arrangements

- 15.1 Quality and financial audit arrangements will take various forms including, sampling and client follow-up, 'spot checks', consumer feedback surveys and review meetings. Details and results from this work form part of annual review and action planning for improvement.
- 15.2 The Pharmacy shall provide access at all reasonable times to RW, its authorised staff or agents to inspect its records and accounts as RW may require from time to time. RW shall be entitled to interview staff in order to obtain appropriate explanations for the records and accounts and the Pharmacy shall provide access to the relevant staff at such times as may be reasonably required to enable RW to do so.

16. Conciliation and Dispute Resolution

- 16.1 Disputes between the Provider and Commissioner should be resolved at the lowest possible level and referred to the Key Personnel detailed in this Service Level Agreement.
- 16.2 If the matters cannot be resolved by the Key Representatives, then the matter should be referred to the responsible director for each party.
- 16.3 Disputes should be determined as quickly as possible. In normal circumstances, both parties are committed to resolution within one month of the formal notification of a dispute to the officers as above.

17. Termination

- 17.1 RW reserves the right to amend or withdraw the Be Smoke Free Service and terminate this Service Level Agreement at any time by providing no less than one (1) month's notice.
- 17.2 This agreement may be amended by RW within any 12-month period provided one (1) month's written notice is given to the Pharmacy.
- 17.3 RW may suspend or terminate this agreement forthwith if there are reasonable grounds for concern including, but not limited to, malpractice, negligence or fraud on the part of the Pharmacy.
- 17.4 This agreement can be terminated by the Pharmacy at any time by providing RW with no less than three (3) months' written notice.

18. Force Majeure

- 18.1 Neither RW nor the Provider will be liable for delay in performing its obligations or for failing to perform obligations if the delay or failure results from circumstances beyond their reasonable control including Force Majeure, Act of God, governmental actions, explosions, civil commotion or industrial dispute.
- 18.2 The Pharmacy shall use its reasonable endeavours to prevent or overcome any such events and develop contingency and business continuity plans so as to reduce the impact of such events on the performance of this Agreement. The contingency and business continuity plans should be reviewed annually on the anniversary of the Date of Contract. The Pharmacy undertakes to use

its best endeavours to re-establish any services interrupted by any Force Majeure item as soon as reasonably practicable.

This document constitutes the agreement between the Provider and Reed Wellbeing in regards to the Service Level Agreement for the Be Smoke Free Services.

Signed for and on behalf of the **Pharmacy**

Pharmacy Name

Signature.....

Printed name.....

Position.....

Date

Signed for and on behalf of **Reed Wellbeing**

Signature.....

Printed name.....Steven Beggs.....

Position: Finance Director

Date.....

Schedule 1

Be Smoke Free Specification

Be Smoke Free Services

The pharmacy will be expected to deliver interventions to people within the entire community. This will include individuals from routine and manual employment, suffering with mental health conditions and/or pregnant.

Interventions will follow the format suggested by the National Centre for Smoking Cessation and Training (NCSCT). This will include:

- Weekly support for at least the first 4 weeks of a quit attempt (that is, for 4 weeks after the quit date) or 4 weeks after discharge from hospital (where a quit attempt may have started before discharge)
- Discussing current and past smoking behaviour with the individual and developing a personal stop smoking plan with them as part of a review of their health and wellbeing.
- Advising on types of stop smoking pharmacotherapies and how to use them, their safety and adverse effects, with an offer to arrange and supply. These should also be available as a means of harm reduction.
- Providing advice on the harm caused by smoking and second-hand smoke
- Offering intensive behavioural support
- Use of text messaging/emails to support behaviour change.

Support may be provided on a one to one or group basis, with the latter involving weekly group-based sessions facilitated by stop smoking practitioners. A tailored approach should take place according to the preferences and needs of the individual. This may result in some variation in intervention approach where necessary. However, an intervention will last between 15 minutes – 30 minutes (individual) or 1 to 2 hours (group).

It is expected that these types of interventions achieve a successful quit rate of at least 50%. Success should be defined as not having smoked (confirmed by carbon monoxide monitoring of exhaled breath) in the fourth week after the quit date.

NRT should be considered for individuals over the age 12 who are smoking and are dependent on nicotine.

As part of reporting on smoking cessation services and operation of the NRT voucher scheme, pharmacies will be expected to use the PharmOutcomes system

Key Performance Measures

#	Service Area	KPI	Detail	Target
1	Referral	All participants engaged on the Be Smoke Free service must have been referred via the One You Cheshire East single point of contact.	Referrals to pharmacies for Be Smoke Free will come from RW. Individuals self-referring to One You Cheshire East directly to a pharmacy must be directed to the website or telephone number to be attached. RW will not pay for participants that are not a part of the One You Cheshire East programme	100%
2	Start	Behaviour Change	Participants must be supported with behaviour change advice	100%
3	Quit Attempt	Quit Date Set	60% of all service starts in the quarter have set a quit date.	60%
4	Quit Attempt	NRT provision	NRT provision only to be given to participants setting a quit date	100%
5	Quit Attempt	Attendance & Engagement	Participants must engage weekly in Be Smoke Free for the duration of their quit attempt	60%
6	Outcome	Participants Quit at 4 weeks	50% of participants setting a quit date are successfully quit at 4 weeks	50%
7	Quality	CO validated quits	100% of successful quits are CO validated	100%
8	Quality	Participant Feedback	Participant feedback score must indicate satisfaction with the service	8.5 or higher