



Service Level Agreement (SLA) for sub-contracting of stop smoking in pregnancy services with Stop4life (ICE Creates Ltd)

Title of Service

Stop4life Stop Smoking Service in pregnancy in Telford & Wrekin

Introduction

This Sub-contractual agreement has been developed to enable appropriately qualified subcontractors to compliment Stop4Life (part of ICE Creates Ltd) to help smokers to stop and reduce smoking prevalence. This agreement supersedes any previously commissioned Stop Smoking in pregnancy services in Telford and Wrekin with effect from 1st April 2015 to 31st March 2017.

Parties to the subcontract	
Commissioner	Subcontractor
Stop4Life (ICE Creates Ltd) CitiBase, 101 Lockhurst Lane Coventry West Midlands CV6 5SF Tel: 024 76582069	Name and Address of Sub Contractor Postcode:.....

Lead Contact (Subcontractor)

Name:.....

Job Title:

Telephone:.....

Email:.....



Definitions

Stop4Life – the trading name of ICE Creates Limited, a company registered in England and Wales and whose registered office is at 2-3 Abotts Quay, Monksferry, Wirral, CH41 5LH

Council – means Telford & Wrekin Borough Council

Employee – means all persons employed by the Subcontractor together with the subcontractor's agents

Information – has the same meaning as provided under section 84 of the Freedom of Information Act

Month – means calendar month

Payment – means a payment by Stop4Life to the Subcontractor for a service user who has successfully stopped smoking for a period of either 4 or 12 weeks/at delivery and has been confirmed by the council as a qualifying quit

Service User – means a person in respect of which the service is provided

The Service

The purpose of the Stop4Life stop smoking services is to reduce the number of smokers by providing evidence based treatment and behavioural support to smokers making quit attempts. The delivery for the service will reduce levels of smoking-related illness, disability, premature death, and health inequality.

The Subcontractor will deliver services in-line with the most recent best practice recommendations for stop smoking services issued by the National Institute for Health and Clinical Excellence (NICE) and the Department of Health (DH).

Evidence-based NHS stop smoking services are highly effective in both cost and clinical terms. Smoking is also a key driver of health inequalities.

The core elements of the service are

- The provision of behavioural support and pharmacotherapy delivered via a time-limited intervention to support people who smoke to successfully and permanently stop smoking.
- Progress is assessed after 4 weeks and success is assessed after 12 weeks or delivery date, whichever is later.
- Interventions are delivered by a stop smoking advisor, who has received stop smoking service training for one-to-one and/or group support and full NCSCCT training.
- Sub-contracted services will be delivered in line with the requirements of an agreed Direct Supply Protocol using stock supplied by the subcontractor.
- As Champix/Zyban are not licensed for use in pregnancy there is no need for protocols to be in place for supply of these medications.
- All up to date Department of Health and NICE guidance in relation to smoking cessation must be adhered to and will be communicated by Stop4Life in a timely and accessible manner.
- Accredited staff will offer stop smoking services to current smokers of a tobacco product providing one to one or group support and advice to clients who wish to give up smoking.
- Advisors treating a client requiring more than 3 attempts within a 12 month period will need to seek advice from Stop4Life prior to the 4th treatment episode.
- All interventions should be multi-session with a total potential Service User contact time of at least 1.5 hours (from pre-quit preparation to four weeks after quitting). This will ensure effective monitoring, Service User compliance and ongoing access to medication.
- The sub-contractor shall use CO monitoring to verify the smoking status of service users at 4 weeks, 12



weeks and at delivery. Service users smoking status will also be verified by 6 months after setting a quit date by Stop4Life.

- Interventions should offer weekly support for at least the first four weeks following the quit date.
- The service user must meet the inclusion criteria of the service, which is: lives or is registered with a GP within the Telford and Wrekin Borough council area; is a current smoker of tobacco products; and is pregnant.
- All monitoring will be by either an online database or Stop4Life patient monitoring paper copy forms, providing a full data set.

Stop4Life shall have the ability to inspect and examine the performance of the service at any time, but will conduct quarterly reviews against the KPIs set in schedule 1.

Timely provision of the service shall be of the essence including the provision of the service within the time or days agreed.

The subcontractor shall not accept any new service users beyond the contract end date without prior consent from Stop4Life. Any service users accepted without consent after this time may not qualify for any tariff payments.

To Achieve Accreditation

In line with the Subcontractors obligations below, all staff assigned to the delivery of the service must have completed NCSCCT certification and attended local training to deliver smoking interventions.

The subcontractor shall ensure that all employees assigned to the delivery of this service have had an advanced DBS check within the last three years and shall forward documentary evidence of the DBS checks to Stop4Life within 5 working days of a request to do so. Stop4Life are not responsible for reimbursement of any costs in relation to DBS checks.

Any pharmacist or Registered Technician that signs the GPHC declaration would be able to deliver the service without the need for a DBS but this would not extend to other pharmacy staff whom would need a full DBS check.

The Subcontractor is to notify Stop4Life of any incidents and resulting investigations that occur in relation to DBS issues.

The Subcontractor warrants that no employees assigned to the delivery of the service are deemed to be barred persons (as defined by the SVGA 2006).

All sub-contracted services should aim to achieve in excess of 50% quit in accordance with the national guidelines for 4 week quit rates. In addition, sub-contracted services should aim to achieve in excess of 50% for 12-week quits.

For clarification the 50% target for 4 week quits is a percentage of those service users who set a quit date.

The 50% target for 12 week quits is as a percentage of those service users who reach the 4 week quit stage.

As part of the quarterly reviews Stop4Life reserves the right to review and amend the tariff if the Subcontractor's performance falls below the KPI's in schedule 1.

Performance will be closely monitored and any practice underperforming will be supported by the Stop4Life local coordinator to an action plan to improve quality outcomes, if following evaluation of the action plan no improvements have been made Stop4Life have the right to terminate this agreement in line with the termination clause of one month's notice.

The 4-week and 12-week/at delivery follow up should:

- Include smoking status, followed by a Carbon Monoxide breath test for validation. The DoH however, requires Carbon Monoxide validation on 85% of patients at 4 weeks. Full datasets for successful quitters at 4 weeks and 12 weeks need to be returned to Stop4Life by post or online data input within 10 working days to be eligible for payment.



- Phone, text or email appointments may be conducted in circumstances where the patient is unable to attend a face to face consultation.
- Group sessions are permitted and actively encouraged as a method of peer to peer support.
- A successful quitter is defined by the DoH stop smoking guidance as an individual who has set a quit date and not smoked even a puff, two weeks before their 4 week quit appointment.
- A completed record consists of the minimum data set as defined by Stop4Life.
- All clients will receive a client satisfaction questionnaire during their quit attempt and asked to return this in the pre-paid envelope or online to Stop4Life.
- Subcontractors will ensure CO monitors are annually calibrated and follow infection control guidance for the monitors.

Obligations of the subcontractor:

- The Subcontractor warrants that they are capable of providing the service in all respects and in accordance with the terms of this agreement.
- The Subcontractor warrants that any employee assigned to the performance of this service is correctly qualified and has the relevant experience as are necessary for the proper performance of the service.
- The Subcontractor warrants that in the performance of the service and in regard to all documents and information prepared by the Subcontractor it has exercised all reasonable skill, care and diligence to be expected of a professional body carrying out the services included in this agreement.
- The subcontractor will complete all client paperwork and forward to Stop4Life for entry onto the data management system.
- The Subcontractor will be responsible for any repairs to or replacement of damaged equipment if deemed to be subject to misuse or malicious damage.
- The Subcontractor will be responsible for the control of stock. Any stock lost or damaged will need to be recovered from any tariff payments.
- The Subcontractor shall not without written consent from Stop4Life accept any trade commission discount allowance direct or indirect payment from any third part in connection with the performance of this service.
- Store all paper records securely in line with Information Governance protocols for a minimum of 3 years.

Stop4Life reserves the right to review and amend the tariff on a quarterly basis, in line with performance and against the KPI's in Schedule 1

Obligations of Stop4Life:

- Stop4Life will provide all necessary paperwork including consent forms; monitoring pads; appointment cards; health promotion literature; welcome packs etc.
- Stop4Life will be responsible for the promotion of the service locally, including the development of publicity materials, which all sub-contractors can use to promote the service to the public.
- Stop4Life will enter all subcontractor client paperwork onto the database management system.
- Review and update the NRT direct supply protocol checklist as required.
- Review and update the SLA/service contract as required.
- Audit of service provision, data validation and facilitate data entry correction as required.
- Facilitate the payment to subcontractors for the service provided monthly in arrears following receipt of full and validated data.
- Provide up to date details of specialist services which staff can use to refer service users who require further assistance. The information should include the location, hours of opening and services provided by each service provider.

Payment

The amounts payable to the Subcontractor in respect of performance of the service shall be calculated and paid by Stop4Life in accordance with the following terms.

The Subcontractor shall be paid the tariffs listed below following submission of accurate and complete records showing the number of clients who have successfully met the 4 and 12 weeks and qualify for the relevant tariff payment.

Payment for successful quitters will be as follows:

4 week quit using NRT = £150



12 week quit or delivery, whichever is furthest away, using NRT = £305

NB: Subcontracted providers on this tariff are required to provide all NRT themselves.

For the purpose of clarification accurate and complete records will only be confirmed by Stop4Life upon successful confirmation from the Council that the records are accurate and complete and qualify for the relevant tariff payment.

A monthly report will be issued to the Subcontractor by Stop4Life with the confirmed quitter numbers at 4 and 12 weeks/at delivery and the related qualifying payment.

The Subcontractor will issue an invoice that matches the payment schedule issued by Stop4Life. Payment will be made to the Subcontractor within 30 days of receipt of this invoice.

Payments made under this contract shall be inclusive of all costs, expenses and disbursements, including premises costs and travel expenses incurred as part of the delivery of the service but are exclusive of VAT at the prevailing rate (where chargeable).

The Subcontractor shall provide a monthly estimate to Stop4Life of potential earnings for the forthcoming month estimating the number of quitters meeting the 4 week and 12 week/at delivery targets.

The Subcontractor shall use the documentation provided by Stop4Life.

Stop4Life may deduct or withhold from payment the amount of any loss or damage cost or claim which Stop4Life has incurred or suffered in connection with any default by the subcontractor in performance of its obligations under this agreement.

Data Protection

The Subcontractor shall ensure that all processing of personal data performed by the Subcontractor shall be in accordance with the Data Protection Act 1998 ('DPA') or any amendment thereof.

The Subcontractor shall ensure that where it is acting as data processor (as defined by the DPA) that it has in place appropriate technical and contractual measures to ensure the security of personal data.

The provision of this clause shall apply during the course of this agreement and indefinitely after its expiry of termination.

Confidentiality

Each party to this agreement

- Shall treat all information as confidential information belonging to the other party and safeguard it accordingly.
- Shall not disclose any confidential information belonging to the other party to any other person without written consent of the other party except to such personas as may not be necessary for the performance of the agreement.

This shall not apply to

- Information which becomes public knowledge (otherwise that from a breach of this clause).
- Which was in the possession of the receiving party before receiving it from the disclosing party.
- Which must be disclosed pursuant to a statutory legal obligation, including disclosure under the FOIA (Freedom of Information Act).

Nothing in this agreement shall prevent either party from using any techniques gained during the performance of the agreement in the course of its normal business to the extent that this does not result in a conflict with disclosure of Confidential Information or an infringement of Intellectual Property Rights.

Intellectual Property Rights

All intellectual property rights in any reports, specifications, instructions, data, drawings, databases, designs or other material generated in connection with this service shall rest with Stop4Life.



The Subcontractor shall obtain approval before using any material in relation to the performance of the service.

On termination of the agreement the subcontractor shall, at the request of Stop4Life return all materials, work or records held.

Health and Safety

The Subcontractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any subsequent amendments in the performance of this agreement.

The Subcontractor shall ensure that's its health and safety policy is made available on request.

Indemnity and Insurance

The Subcontractor shall be liable for and shall indemnify and keep indemnified Stop4Life against all and any losses suffered or incurred by Stop4Life and claims or demands made against Stop4Life or the Subcontractor arising directly or indirectly from any defect in the service or any act or omission by the Subcontractor.

The Subcontractor shall further indemnify and keep indemnified Stop4Life against any losses or claims made against Stop4Life or the Subcontractor in respect of personal injury to or death of any person and in respect of damage to property in the course of the performance or any default in respect of the performance of the service.

The Subcontractor shall maintain the following insurance with the following limits of indemnity for any one event or series of events.

- Professional indemnity insurance covering the subcontractor's liability under this agreement of not less than £5m for each and every claim.
- Employers liability insurance of not less than £5m for each and every claim.
- Public liability insurance in respect of any liability loss or damage in respect of personal injury to or death of any person or injury or damage to any property arising out of or in connection with the performance of the service for a limit of £10m for each and every claim.
- Such insurance cover shall be taken out with a well-established insurance provider or underwriter of good repute and documentation shall be produced for inspection as and when required by Stop4Life.
- The Subcontractor shall immediately on receipt of a claim made against it under this agreement notify its insurer and Stop4Life and shall provide written notice in the event of cancellation or material change in the terms of any of the required insurance policies.

Assignment

The Subcontractor shall not assign or transfer any benefit or obligation under this agreement.

The Subcontractor shall not subcontract to or allow any other person to perform any part of the service without obtaining prior approval in writing.

Any subcontracting that is agreed shall not in any way relieve the Subcontractor from its liabilities and they shall remain fully responsible in respect of the Service

Variation

All variations to this agreement must be agreed by both parties, within the constraints imposed by the funding of this agreement.

The date from which any variation commences should be clearly recorded.

All variations should be attached to the original agreement.

Termination of the Agreement

Either party may terminate this agreement at any time giving not less than 1 months' notice in writing.



Should the service be decommissioned by the government or the council, Stop4Life reserves the right to terminate this agreement in writing with immediate effect.

In such circumstances Stop4Life will pay to the Subcontractor a reasonable amount based on the services already provided and as agreed with the Council tariff payments.

Notice periods may be waived in exceptional circumstances by mutual agreement.

All notices of termination shall in writing and sent to the address of the recipient party.



For Completion by Subcontractor – 1st April 2015 –

Signature:

Full Name and Job Title:

Workplace Name and Address:

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Contact Number:

E-mail:

Date:

For Completion by Stop4Life – 1st April 2015 –

Signature:

Full Name and Job Title:

Date:

Contact Details:

Stop4Life
CitiBase
101 Lockhurst Lane
Coventry
CV6 5SF
Tel: 024 7658 2069
E-mail: help@stop4life.co.uk

Schedule 1 – Key Performance Indicators

Performance Indicator	Indicator	Threshold	Method of Measurement	Frequency of monitoring
Client experience	Satisfaction Surveys	80% of respondent satisfied.	Return of Satisfaction Survey's	Quarterly
Complaints				Exception Reports
4 week quit rates		Over 50%	Subcontractor to provide monthly as part of data submission	Quarterly review of tariff
12 week/delivery quit rates		Over 50% of those who reach 4 weeks	Subcontractor to provide monthly as part of data submission	Quarterly review of tariff payments
CO validation	Data set	85% of clients	Data set	Quarterly