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**Point of Care Testing: Drugs of Abuse**

**Service Level Agreement (SLA)**

**Framework Details**

Title: **Point of Care Testing: Drugs of Abuse**

Reference: **SBS/17/RK/KCA/9128**

Framework Duration: **3 years**

Framework End Date: **10th December 2020** with option to extend 12 months

NHS SBS Contacts: **0161 212 2413**

**Service Level Agreement Details**

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Period of the Service Level Agreement (SLA) | Effective Date | 20/06/2019 | ExpiryDate | 19/06/2020 |

Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier’s services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

**Supplier SLA Signature panel**

|  |
| --- |
| **The “Supplier”** |
| Name of Supplier | Alere Toxicology Plc |
| NHS SBS Supplier Reference # | **SBS/17/RK/KCA/9128** |
| Name of Supplier Authorised Signatory |  |
| Job Title of Supplier Authorised Signatory  | General Manager |
| Address of Supplier | 21 Blacklands WayAbingdon Business ParkAbingdonOxonOX14 1SY |
| Signature of Authorised Signatory |  |
| Date of Signature | 24/06/2019 |

**Customer SLA Signature panel**

|  |
| --- |
| **The “Customer”** |
| Name of Customer | MINISTRY OF DEFENCE (MOD) |
| Name of Customer Authorised Signatory |  |
| Job Title  | DEF COMRCL CC-HOCS 3a1 |
| Contact Details email |  |
| Contact Details phone | +44 (0)1412242706 |
| Address of Customer | Kentigern house65Brown StreetGlasgow, G2 8EX |
| Signature of Customer Authorised Signatory |  |
| Date of Signature | 04/07/2019 |

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

**PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:**

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# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ***Alere Toxicology*** and ***Ministry of Defence (MOD)***for the provision of *Point of Care Testing: Drugs of Abuse* products/services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all *Point of Care Testing: Drugs of Abuse products/services* covered as they are mutually understood by the primary stakeholders.

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The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

# 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent *Point of Care Testing: Drugs of Abuse products/services* to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for *Point of Care Testing: Drugs of Abuse products/services* provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

* Provide clear reference to service ownership, accountability, roles and/or responsibilities.
* Present a clear, concise and measurable description of service provision to the customer.

#

# 3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary** **stakeholders** associated with this SLA.

**Point of Care Testing: Drugs of Abuse Supplier Contact:** *Will Cobley*

**Point of Care Testing: Drugs of Abuse Customer Contact:**  *(contact details on attached DEFFORM 111)*

# 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed\*.

# 5. Service Requirements

# Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

|  |
| --- |
| **Statement of Requirement****Provision of Drug and Alcohol Testing for the MOD Police****Pre-employment testing**1. The contactor will provide a representative fully trained in the process of collecting samples of urine, oral fluid, and hair for drug testing and breath for alcohol testing.
2. The representative will supply all equipment and paperwork connected with, or necessary for the test.
3. The representative will brief local management of any requirements for the tests and will manage the process on site.
4. The representative will explain the process to the officer nominated.
5. The representative will take an A and a B sample of urine, oral fluid, and hair for drug testing and breath for alcohol testing as required and will package the sample in a way that maintains evidential integrity.
6. The contractor will test the A samples collected in a licenced laboratory, and accredited to ISO 17025 UKAS standard and will report the results in writing to the customer.

**Pre-booking unannounced random testing** 1. The contactor will provide a representative fully trained in the process of collecting samples of urine, oral fluid, and hair for drug testing and breath for alcohol testing.
2. The representative will supply all equipment and paperwork connected with, or necessary for the test.
3. The representative will brief local management of any requirements for the tests and will manage the process on site.
4. The representative will explain the process to the officer nominated.
5. The representative will take an A and a B sample of urine, oral fluid, and hair for drug testing and breath for alcohol testing as required and will package the sample in a way that maintains evidential integrity.
6. The contractor will test the A samples collected in a licenced laboratory and will report the results in writing to the customer.

**Pre-booking unannounced with cause testing** 1. The contactor will provide a representative fully trained in the process of collecting samples of urine, oral fluid, and hair for drug testing and breath for alcohol testing.
2. A representative must be available 24 hrs a day, 365 days per year for call out for with cause testing. The contractor will provide a central phone number for call out purposes.
3. A representative must be available to attend any location in the UK within 2 hours.
4. The contactor will provide a representative fully trained in the process of collecting samples of urine, oral fluid, and hair for drug testing and breath for alcohol testing.
5. The representative will supply all equipment and paperwork connected with, or necessary for the test.
6. The representative will brief local management of any requirements for the tests and will manage the process on site.
7. The representative will explain the process to the officer nominated.
8. The representative will take an A and a B sample of urine, oral fluid, and hair for drug testing and breath for alcohol testing as required and will package the sample in a way that maintains evidential integrity.
9. The contractor will test the A samples collected in a licenced laboratory and will report the results in writing to the customer.

Samples for drug tests must be taken to a licenced laboratory. Samples must be tested for the presence of the following drug categories* Amphetamines (including ecstasy)
* Cannabis
* Cocaine
* Opiates (e.g. morphine, heroin, Codeine)
* Benzodiazepines (e.g. Temazepam and Diazepam)
* 1 other controlled drug group as required and determined by Chief Officer and notified to the contractor prior to the sample being taken.

**The contractor will also provide:*** Laboratory screening by a medical review officer.
* Expert testimony to be provided in the form of witness statements or evidence in person for court/conduct hearings as required.
* Breath test results to be available at the time of testing.
* Drug test results to be emailed to the customer within 5 working days from the receipt of the sample at the laboratory.
 |

1. **Business Hours**

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

|  |
| --- |
| Monday-Fri 09:00-17:00 excluding Bank Holidays For Cause Call outs available 24/7/365  |

1. **DBS**

The Customer should detail the level of DBS check requirement

|  |
| --- |
| The process for handling any exceptions or changes to the above requirements should be raised via the MDP Customer Contact, in writing, who will the approve / conform variance, if within their capability or escalate accordingly. |

1. **Contract Value AND Prices/Rates**

|  |
| --- |
| Limit of Expenditure for this contract is **£16,000.00 pa**Prices agreed as per quote ref: MoD Police-Quote -07Mar19 -WC, Price List at Annex A to this documentOption pricing should be agreed 3 months prior to any extension to SLA. |

1. **Sub-contracting**

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

|  |
| --- |
| N/A |

1. **Management Information (MI)**

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

|  |
| --- |
| Please provide details of the required reporting: As per SoR at 5a or as requested and agreed with MDP Customer Contact. |

1. **Invoicing**

Please detail any specific invoicing requirements here

|  |
| --- |
| Payment and Invoices will be raised via the Authority’s CP&F e-procurement tool – see MOD DEFCON’s at Annex B to this document.Payment will be in arrears following receipt of satisfactory service. |

1. **Complaints/Escalation Procedure**

The standard procedure is detailed below

|  |
| --- |
| In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement. |

1. **Audit Process**

Please detail any Customer audit requirements

|  |
| --- |
| Customer does not wish to conduct an onsite audit at this time but may do at some point in the future (TBC by MDP Customer Contact, if required) |

1. **Termination**

The standard procedure is detailed below

|  |
| --- |
| Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately. |

**6. Other Requirements**

Please list and agree the key requirements of the service

|  |
| --- |
|  |

1. **Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

|  |
| --- |
| Note: The requirement specification is detailed in SoR at 5a & Annex A of this document. |

1. **Other Specific Requirements**

Please list any agreed other agreed requirements

|  |
| --- |
| \*Contract Period – The duration of this SLA is 12 months, as per effective/expiry dates stated above, and includes a further three 12- month option periods (Yr20/21, 21/22 and 22/23) The Authority requires addition terms and conditions to be included under this SLA. These are list at Annex B to this document.  |

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**MoD SLA Annex A**

**Pricing List**

in accordance with MoD Police-Quote -07Mar19 -WC

|  |  |  |
| --- | --- | --- |
| **Product Code** | **Description** | **Price £ (Ex VAT)** |
|  |  |  |
| Policy and Development |
|  | Policy Review |  |
|  | Policy Review and template package |  |
|  | Policy Consultancy |  |
|  | Employee representative/policy consultation meetings |  |
|  | Policy Development training course (max 6 attendees) |  |
|  |
| Training |
| **Training** |
| TRN-WP | Management awareness training (max of 12 attendees) |  |
| TRN-WP | Management awareness training x 2 (max of 12 attendees per session – same day same location) |  |
| TRN-WP | Medical review officer training course (5 hrs inc. laboratory tour) |  |
| **Product Training** |
| TRN-WP | Remote online training course (webEx) |  |
| TRN-WP | Product training course (max of 6 attendees) |  |
| TRN-WP | Product training course x 2 (max of 6 attendees – same day same location) |  |
| TRN-WP | Product train-the-trainer course (max of 6 attendees per session) |  |
| TRN-WP | Product train-the-trainer course x 2 (max of 6 attendees per session – same day same location) |  |
| **Results Recipient Training** |
| TRN-Results/recipient | Results Recipient Training Course – at our HQ (Course requires min no. of attendees) |  |
| TRN-Results/recipient | Results Recipient Training Course – at your facility (N.B Min of 5 attendees, additional delegates will incur delegate rate of each to a max of 10) |  |
| Cancellation Fee |
|  | 5 days notice |  |
|  | 5-1 days |  |
|  | <24 hours |  |
| **Employee Road Shows** |
|  | Employee Road Shows |  |
| **Support Services** |
|  | Witness statement for presentation to court |  |
|  | Attendance at Hearing |  |
| Travel charged at pence per mile. Flights, Hotels & reasonable expenses will be charged at cost. |
| Booklets and Leaflets |
| **Alcohol and Drugs, Useful Information Leaflet (DL)** |
|  | Printed Generic leaflet (max order of 10 leaflets) |  |
|  | Printed Branded or bespoke leaflet (min over of 50 leaflets) |  |
|  | Digital copy of branded or bespoke leaflet |  |
| **Drug and Alcohol Awareness Booklets (A5)** |
|  | Printed Generic leaflet (max order of 10 leaflets) |  |
|  | Printed Branded or bespoke leaflet (min over of 50 leaflets) |  |
|  | Digital copy of branded or bespoke leaflet |  |
| **Manager Information Guides (A4)** |
|  | Printed Branded or bespoke leaflet (min over of 50 leaflets) |  |
|  | Digital copy of branded or bespoke leaflet |  |
| **Leaflet, Booklet, Guide Customisations** |
| ORIG-BRN | Origination fee for branded literature |  |
| ORIG-BES | Origination fee for bespoke literature |  |
| Customisation price includes up to 2 designs, further amendments will be charged at an additional  |

|  |  |  |
| --- | --- | --- |
| **Product Code** | **Description** | **Price £ (Ex VAT)** |
|  |  |  |
| **Postal** |
| POSTAL-A3 | Postal Tube to hold 10 A3 posters |  |
| POSTAL-A2 | Postal Tube to hold 10 A2 posters |  |
| **A4 posters** Price per poster Generic | Branded |
|  | 10 posters |  |
|  | 20 posters |  |
|  | 50 posters |  |
|  | 100 posters |  |
|  | 250 posters |  |
|  | 500 posters |  |
| **A3 Posters** |
|  | 10 posters |  |
|  | 20 posters |  |
|  | 50 posters |  |
|  | 100 posters |  |
|  | 250 posters |  |
|  | 500 posters |  |
| **A2 Posters** |
|  | 10 posters |  |
|  | 20 posters |  |
|  | 50 posters |  |
|  | 100 posters |  |
|  | 250 posters |  |
|  | 500 posters |  |
| **Poster Customisations** |
|  | Origination fee for branded posters |  |
| Generic Posters (min order of 10 posters), Branded posters (min order of 50 posters per design) |

|  |  |  |
| --- | --- | --- |
| **Product Code** | **Description** | **Price £** |
|  |  |  |
| Pre-employment Testing |
| **On-site Collected Services** |
|  | Min Collection Charge includes 7 urine drug tests & 7 breath alcohol tests |  |
|  | Each additional urine drug and breath alcohol test |  |
|  | Min Collection Charge includes 7 hair drug overview tests (3 month analysis) |  |
|  | Each additional hair drug overview test |  |
|  |  |  |
|  | Cancellation Fee (less than one full working day is given when cancelling a booking or the testing cannot commerce due to a donor circumstances) |  |
| **Independent Medical Review** Per Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive results) |  |
| Prices based on providing all testing requirements per annum |

|  |  |  |
| --- | --- | --- |
| **Product Code** | **Description** | **Price £ (Ex VAT)** |
|  |  |  |
| Unannounced (Random) Testing |
| **On-site Collected Services** |
|  | Min Collection Charge includes 7 urine drug tests & 7 breath alcohol tests |  |
|  | Each additional urine drug and breath alcohol test |  |
|  |  |  |
|  | Min Collection Charge includes 7 oral drug tests & 7 breath alcohol tests |  |
|  | Each additional oral drug and breath alcohol test |  |
|  | Cancellation Fee (less than one full working day is given when cancelling a booking or the testing cannot commerce due to a donor circumstances) |  |
| **Independent Medical Review** Per Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive results) |  |
| Prices based on providing all testing requirements per annum |
|  |
| Pre-booked Call Out |
| **Collection and Analysis** |
|  | Attendance Fee |  |
|  | Each urine drug test |  |
| **Independent Medical Review** Per Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive confirmation results) |  |
|  |  |  |
|  | Cancellation Fee (less than one full working day is given when cancelling a booking or the testing cannot commerce due to a donor circumstances) |  |
| The 3 month hair analysis is dependant on the length of the hair sample that can be collected |
|  |
| Emergency Call-Out Collections |
| **Service Retainer** |
|  | 1 year provision of 24 hour emergency call-out cover for agreed UK locations |  |
|  | Attendance Fee |  |
|  | Each urine drug test and breath alcohol test |  |
| **Independent Medical Review** Per Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive confirmation results) |  |
| Cancellation Charges |
|  | Please note that the attendance fee will still be payable if a call out is cancelled by the customer any time after it has been made, for any reason |
|  |
| Hair Testing |
| **Sample Collection Kits and Laboratory Confirmation** Kit Size | Price |
| K-HAIR | Hair Collection Kit |  |
|  | Each hair overview drug test |  |
| **Independent Medical Review** |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive confirmation results) |  |

|  |  |  |
| --- | --- | --- |
| **Product Code** | **Description** | **Price £ (Ex VAT)** |
|  |  |  |
| Urine Testing – Laboratory Screening and Confirmation |
| **Sample Collect kits and laboratory confirmation** Kit Size | Price |
| K-UR-COC-10 | Urine Collection Kit |  |
| K-UR-COC-100 | Urine Collection Kit |  |
| **Laboratory Analysis** per sample |
|  | Screening and confirmation |  |
| **Independent Medical Review** Per Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive results) |  |
| Prices based on providing all testing requirements per annum |
|  |
| Oral Fluid Testing – Laboratory Screening and Confirmation |
| **Alere Certus Oral Fluid confirmation kits** Kit Size | Price |
| COF-303 | Oral Fluid Collection Kit |  |
| **Laboratory Analysis** per sample |
|  | Screening and confirmation |  |
| **Independent Medical Review p**er Sample |
|  | Independent and expert scrutiny of positive results under medical confidentiality (only conducted on positive results) |  |
|  |
| **Fit to Return Programme**  per employee |
| TRN-FTRu | Fit to Return Programme (with urine testing) |  |
| TRN-FTRo | Fit to Return Programme (with oral fluid testing) |  |
| Invoicing: You will be invoiced in full following the training course per employee. Standard customers terms apply |
| Cancellation Charges |
|  | If more than 5 working days notice |  |
|  | 5 to 1 days |  |
|  | Less than 24 hours |  |
|  | After training course delivery |  |
|  |
| **Chemist on Call**  Employee Nos | Price |
| RTNR002 | Chemist on Call Advice Service Retainer Fee (Per annum) |  >1000  |
| CHE-OC-001 | Chemist on Call Advice Check | Per Interaction |  |
| You will require a unique company PIN to access this service. Contract will commence on receipt of payment for Service Retainer. Invoicing for this service will be on a quarterly basis |
| **Cancellation Charges** |
|  | If the service is cancelled the retainer fee will be kept and the current quarters usage fees will need to be settled |
| **Carriage** |
| Z-carriage-UK | UK Mainland Delivery | 1 |  |

**MoD SLA Annex B**

**Additional Terms and Conditions**

The following **MOD DEFCONS/DEFFORMS\*** shall apply to this agreement:

|  |  |  |
| --- | --- | --- |
| **DEFCON** | **Edition** | **Description** |
| 76 | 12/06 | Contractor’s Personnel At Government Establishments |
| 503 | 12/14 | Formal Amendments To Contract |
| 522 | 11/17 | Payment and Recovery of Sums Due |
| 630 | 02/18 | Framework Agreements |
|  |  |  |
| **DEFFORM** | **Edition** | **Description** |
| 111  | 05/19 | Appendix - Addresses and Other Information |
| 129J | 09/17 | The Use of Electronic Business Delivery Form |

*\*Copies of these Forms and Documentation are available from MoD Internet Site – please see Notes to Defform 111 attached***.**

**DEFFORM 111 - Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: DefComrclCC-HOCS3a1

Address: Room 2106, Kentigern House, 65 Brown Street, Glasgow, G2 8EX

Email: 0141224 2706

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: MDP-PSD-Office Manager

Address Room 3, Bldg 1070,MDP HQ, Wethersfield, Braintree, Essex CM7 4AZ

Email: 030679 34099

**3. Packaging Design Authority** Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)



**4. (a) Supply / Support Management Branch or Order Manager:**

**Branch/Name:**



**(b) U.I.N.**

**5. Drawings/Specifications are available from – N/A**

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/  [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

**9. Consignment Instructions** The items are to be consigned as follows: N/A

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS  030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B.JSCS**

JSCS Helpdesk  01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com/)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP ( 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm>

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.