



With all of us in mind



**LOCAL COMMISSIONED SERVICE  
AGREEMENT TO ENABLE COMMUNITY  
PHARMACISTS IN CALDERDALE TO SUPPLY  
NICOTINE REPLACEMENT THERAPY AND  
VARENICLINE TO CLIENTS OF CALDERDALE  
SMOKE FREE SERVICE**

**PREPARED BY:** Yorkshire Smokefree Calderdale on behalf of The South West Yorkshire Partnership NHS Foundation Trust

**FIRST ISSUED:** 1<sup>st</sup> December 2015

**TO BE REVIEWED:** 1<sup>st</sup> July 2018

The service specification and the contract agreement will be subject to review in 2018

**ISSUED TO:** Community Pharmacists in the Calderdale District

# PROVISION OF NICOTINE REPLACEMENT THERAPY (NRT) AND VARENICLINE BY COMMUNITY PHARMACISTS FOR CALDERDALE PATIENTS

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## AGREEMENT FOR THE PROVISION OF SERVICES

This **Agreement** is made with effect from 1<sup>st</sup> December 2015 (the "**Effective Date**")

**BETWEEN:** Calderdale Smoke Free Service on behalf of The South West Yorkshire Partnership NHS Foundation Trust

(the "**Commissioner**")

Community Pharmacists in the Calderdale District

**AND** (the "**Provider**")

together referred to as the "**Parties**" or individually a "**Party**".

**Term.** This Agreement will commence 1<sup>st</sup> December 2015 and will continue until 30<sup>th</sup> June 2018, unless extended by the Commissioner on giving the Provider not less than three months written notice prior to 30<sup>th</sup> June 2018 or terminated in accordance with clause 7 of the Conditions ("**the Term**").

**Services.** The services to be provided by the Provider to the Commissioner shall be as set out in Schedule 1 ("**the Services**").

**Entire Agreement.** This Agreement comprises;

- (i) this signature page
- (ii) the attached Conditions
- (iii) Schedule 1 - Services
- (iv) Schedule 2 - Services Fee

which in the event of any conflict shall take precedence in the order in which they appear above. The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only be amended in writing in accordance with clause 6 of the Conditions.

Signed on behalf of **Commissioner**

Signed on behalf of **Provider**

Name:.....

Name:.....

Title:.....

Title: .....

Signature: .....

Signature: .....

Pharmacy Name and Address: .....

.....

**Nicotine Replacement Therapy (NRT) and Varenicline 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\* and/or Varenicline\*** (please circle one or both as appropriate) may be provided to clients of Calderdale Smoke Free Service by suitably trained and accredited Pharmacists working in the Pharmacy named below.

<b>Name of Contractor</b>		
	<b>From:</b>	<b>To:</b>

Wishes to provide **Nicotine Replacement Therapy and/or Varenicline\*** in accordance with the terms of the contract from the following community pharmacy premises. (\* delete as appropriate)

<b>Pharmacy Name &amp; Address</b>	
<b>If available input premises e-mail address</b>	

The following named individual is the lead for providing this service (if this individual leaves an alternative must be nominated within 2 weeks). If this is not possible then the commissioner should be made aware of the situation.

<b>Name</b>	<b>Job Title/ Position</b>

Signed on behalf of the contractor:

.....  
 Authority of person completing this form on behalf of the Pharmacy Contractor:

.....Date of completion: .....

<b>On behalf of:</b> Yorkshire Smoke Free Calderdale  <b>Name:</b>  <b>Signature:</b>  <b>Date:</b>
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***A copy of this agreement will be returned to the contractor for their records***

*Please return this Locally Commissioned Service Agreement to: Jan Spence, Service Manager, Calderdale Smokefree Service, Savile Close, Halifax, HX1 2ES.*

## **CONDITIONS**

### **1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement save where otherwise specifically defined in this Agreement or unless the context otherwise requires the following expressions shall have the following meanings:

“Nominated Officer” means the person nominated by each Party in accordance with clause 11.

“Normal Working Hours” means - specific to each pharmacy.

“Permitted Third Party” means any one of the Commission for Healthcare Audit and Inspection, the Independent Regulator of NHS Foundation Trusts, the National Audit Office, or authorised members of the Commissioners Patients Forum.

“Services Fee” means the fee(s) payable to the Provider by the Commissioner under the Agreement for the full and proper performance by the Provider of the Services, as set out in Schedule 2.

“Specification” means the specification of Services including quality and quantity as set out in *Schedule 1*.

“ Staff” means all staff (whether clinical or non clinical) employed or engaged by the Provider (including consultants and agency personnel) in any activity related to or connected with the provision of the Services.

1.2 A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.

1.2 The headings in this Agreement shall not affect its interpretation.

1.3 References to clauses, sub-clauses and Schedules are to clauses, sub-clauses and schedules of this Agreement.

### **2 THE SERVICES**

In consideration of the Services Fee and, subject to the terms of this Agreement, the Provider undertakes during the Term to provide the Services at such premises (“the Agreed Premises”) and on such times and dates as are specified in Schedule 1.

### **3 PREMISES**

3.1 Where the Agreed Premises are under the Commissioner’s ownership or control the Commissioner will provide the Provider with such access and facilities as it requires for the purpose of providing the Services without charge.

3.2 Both Parties will ensure that they will comply with the Health and Safety Act 1974 and all other applicable legal requirements and standards relating to the health and safety of those individuals performing the Services are met.

## **4 STANDARD AND PERFORMANCE OF SERVICES**

- 4.1 The Provider will use its reasonable endeavours to ensure that all Staff receives such training and instructions as are appropriate and adequate for the performance of the Services and that such Services are carried out with due care and diligence.
- 4.2 The Commissioner will supply the Provider with all such information and documentation which might reasonably be required by the Provider to enable it to supply the Services and any information which the Provider requests from the Commissioner for that purpose will be made available to it as soon as reasonably practicable.

## **5 PRICE AND PAYMENT**

The Commissioner shall pay to the Provider the Services Fee within 30 (thirty) days of receipt of a valid remuneration claim made on the Quitmanager system ("the Due Date") submitted by the Provider in accordance with Schedule 2 hereof.

## **6 VARIATIONS**

- 6.1 In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by the Parties Nominated Officers.]
- 6.2 Without prejudice to clause 6.1 any variations agreed by the Parties shall be in writing and signed by the Parties Nominated Officers.

## **7 TERMINATION**

- 7.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 3 (three) months notice of termination.
- 7.2 Subject to both Parties compliance with clause 16 either Party shall be entitled to terminate the Agreement without liability to the other defaulting Party (the Defaulting Party") by giving notice to the Defaulting Party at any time if the Defaulting Party commits a material breach of the Agreement, which in the case of a breach which is capable of remedy shall not have been remedied or substantive steps taken to remedy such breach within 30 (thirty) days from the date of receipt by the Defaulting Party of a notice from the other Party identifying the breach and requiring its remedy.
- 7.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions contained in clauses 5, 7, 8, 9, 12.3 and 18 shall survive the expiry or termination of this Agreement however caused and shall continue thereafter in full force and effect.

## **8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 8.1 All written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.

- 8.2 Each Party will use all reasonable endeavours to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.
- 8.3 Upon written request of the Disclosing Party or expiration or termination of this Agreement the Receiving Party will return to the Disclosing Party all Confidential Information not previously returned.
- 8.4 The obligations contained in this clause 8 will survive termination of this Agreement by ten (10) years.
- 8.5 Information shall not be considered as Confidential Information where it is:
- a) already in the public domain other than through default of the Receiving Party;
  - b) already in the Receiving Party's possession with no obligation of confidentiality; or
  - c) independently developed by the Receiving Party without reference to the Confidential Information.
- 8.6 Any samples, plans, drawings or information relating to the Services supplied to or specifically produced by one Party for the other, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Agreement.
- 8.7 Nothing in this clause 8 shall prevent either Party disclosing such Confidential Information as is reasonably requested by Permitted Third Parties in accordance with the provisions of clause 12.4, provided that such Permitted Third Parties undertake to observe like obligations of confidentiality as are herein contained in respect of such Confidential Information.

## **9. INSURANCE AND LIABILITY**

- 9.1 The Provider shall maintain for the duration of this Agreement appropriate types and levels of insurance to cover its liabilities under this Agreement
- 9.2 Without prejudice to the generality of Clause 9.1, the Provider shall maintain the following insurances for the duration of this Agreement
- 9.2.1 employers liability insurance in a minimum sum of five million pounds (£5,000,000) in respect of any one event or connected series of events; and
- 9.2.2 personal indemnity; and
- 9.2.3 public liability in a minimum sum of five million pounds (£5,000,000) in respect of any one event or connected series of events.

## **10 FORCE MAJEURE**

- 10.1 Neither Party shall be in breach of the Agreement if there is any total or partial failure of performance by it of its duties and obligations under the Agreement occasioned by an event of force majeure ( "Force Majeure") including by way of illustration and not exclusively; any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of third parties of whatever nature and any other reason beyond its control.
- 10.2 A Party's obligations under the Agreement shall be suspended during the period for which the reason described in clause 10.1 continues and as soon as it is reasonably practicable after

the said reason ceases to exist that Party shall give written advice to the other Party of that fact. If such reason continues for a period of more than 60 (sixty) days either Party shall have the right to terminate the Agreement upon giving 14 (fourteen) days notice of termination to the other Party.

## 11 NOMINATED OFFICERS

- 11.1 As of the Effective Date, the persons or their deputies nominated by the Parties to monitor performance of the Service, to agree variations and receive notices hereunder are:-  
For the Commissioner:

Name: Dave Ramsay (Deputy Director of Operations)  
Address: Mount Vernon Hospital, Mount Vernon Road, Barnsley, South Yorkshire, S70 4DP  
Tel: 01226 433279  
email: [Dave.Ramsay@swyt.nhs.uk](mailto:Dave.Ramsay@swyt.nhs.uk)

For the Provider:  
Print Name: ,

Pharmacy Name and Address:

Email:

- 11.2 Either Party may change its Nominated Officer by giving reasonable notice hereunder.

## 12 INFORMATION AND MONITORING

- 12.1 The Provider shall, during Normal Working Hours throughout the Term, permit the Commissioner's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Provider in connection with this Agreement provided that the Commissioner shall have given the Provider two (2) Normal Working Days prior written notice. It would be anticipated that up to one hour may be required with the Provider and the Commissioner to view working practices and monitor data.
- 12.2 If at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.
- 12.3 The Provider shall on reasonable notice comply with all written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:
- a) entry to the Providers premises at any reasonable time for the purpose of inspecting the provision of the Services; and
  - b) information used, generated or provided under the Services,  
and the Provider shall give all such assistance and provide all such information and facilities as the Permitted Third Parties may reasonably require.

## 13 POSTPONEMENT AND CANCELLATIONS

13.1 Where the Provider is unable to provide Services on any date under the Agreement because of the postponement or cancellation or default by the Commissioner {or because of the non-attendance of the intended recipient of the Services at the location where the Services are to be provided under the Agreement on that date} then without prejudice to any other remedy

which the Provider may have the Provider shall be entitled to invoice the Commissioner in accordance with clause 5 for the costs charges and expenses incurred by it as a result of such postponement, cancellation {or} default {or non-attendance}.]

## **14 NOTICES**

- 14.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent:-
- a) by hand; or
  - b) by first class post; or
  - c) by registered post; or
  - d) by facsimile or e-mail, (the electronic media) if pharmacy has access to e-mail.
- to a Party at the addresses or relevant telecommunications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.
- 14.2 Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days following the date of despatch of the notice or other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched. The Commissioner shall ensure if delivery is via e-mail that the recipients e-mail address is still current by telephone call to the pharmacy before despatching.

## **15 GENERAL**

- 15.1 This Agreement is personal to the Provider and the Provider shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement nor shall it sub-contract any of its rights or obligations unless that sub-contracting be with the prior written consent of the Commissioner, such consent not to be unreasonably withheld.
- 15.4 The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is agreed by both Parties in writing.
- 15.5 The termination of this Agreement for any reason shall be without prejudice to any rights or obligations which shall have accrued or become due between the Parties prior to the date of termination.
- 15.6 The termination of this Agreement for any reason shall not effect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.8 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.



15.9 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

## **16 REMEDIES FOR NON PERFORMANCE**

16.1 In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:-

- a) Where one Party considers that the other Party has not performed its obligations under the Agreement, that Party may request a meeting with the other Party by giving (two) weeks notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for the provision and receipt of the particular Services which have been under performed (which may include the LPC).
- b) Following such meeting, the Party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other Party.

16.2 Where the Party requesting such meeting is not reasonably satisfied that the other Party's non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance with clause 17 or to termination of the Agreement in accordance with clause 7.2.

## **17 DISPUTE RESOLUTION PROCEDURE**

17.1 Where a Party under clause 16.2 agrees to resolve any dispute which arises out of this Agreement ("Dispute") by negotiation, then each Party is to be represented by a person who:-

- a) is a director or person of equivalent status with a Party, and
- b) has had no direct day to day involvement in the relevant matter to settle the Dispute.

17.2 If the Parties are unable to settle any Dispute by negotiation under clause 17.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.

17.3 If after Mediation the Dispute remains unresolved between the Parties the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.

17.4 Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in this clause 17, continue to carry out their obligations in accordance with this Agreement.

## **18 APPLICABLE LAW**

18.1 This Agreement shall be governed and construed according to English Law.

18.2 A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **19 ASSIGNMENT AND SUBCONTRACTING**

Save as may be expressly permitted by the terms of this 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.

## **20 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.

## **21 HEALTH AND SAFETY**

The Provider 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.

## **22 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.

## **23 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 1998 and all subordinate legislation relating thereto.

## **24 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 27001:2005 Information Security Management.

## **25 SERIOUS UNTOWARD INCIDENT AND PATIENT SAFETY INCIDENT REPORTING**

The Provider shall send the commissioner a copy of any notification it gives to the Regulator or NSPA 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.

## **27 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.

## **28 DURATION AND TERMINATION OF THIS AGREEMENT**

The duration of this contract is for 31 months initially from date of signing (with potential to roll on) and is subject to annual review.

A Provider no longer willing or able to provide the service must give three months' notice in writing to Calderdale Smoke Free Service. The provider must agree the continuity arrangements of the service during the notice period with Calderdale Smoke Free Service.

## Schedule 1 – The Services

### 1 INTRODUCTION

The aim of this service is to increase the availability of Nicotine Replacement Therapy (NRT) via a voucher and Varenicline via a Patient Group Direction, free of charge if the client is exempt from prescription charges to all clients registered with an NHS Calderdale /CCG GP, through community pharmacies in Calderdale

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

### 2 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, within reason, described on the Vouchers for supply to suitable patients.
- Client will present a voucher at the pharmacy issued by Yorkshire Smokefree Calderdale or a third party provider contracted by Yorkshire Smokefree Calderdale.
- Only dispense NRT products or Varenicline to clients presenting a valid voucher issued by Yorkshire Smokefree Calderdale or a third party provider contracted by Yorkshire Smokefree Calderdale.
- Items will be supplied free of charge to clients that do not currently pay for their prescriptions and a charge levied to clients that currently do pay for their prescriptions. This will be charged at the same rate as a prescription charge. A client can opt to take out a prepaid prescription payment certificate and this will be covered under this scheme. Vouchers are valid for 28 days from the date of issue.
- The supply of NRT products or Varenicline is free to clients who are normally exempt from prescription charges
- All NRT products and Varenicline 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 is supplied in accordance with the South West Yorkshire NHS Partnership Trust Patient Group Direction (PGD) for Varenicline.
- Maintain Patient Medication Records (PMR) of all supplies made through this scheme.
- Ensure that all pharmacists are suitably trained to provide the service by attending training arranged by the commissioner and ensure all pharmacy staff members are aware how to deal with the initial request and forward onto the pharmacist. Training dates will be arranged by Yorkshire Smokefree Calderdale.
- 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 Smoke Free Calderdale must be notified and the reason why the service cannot be provided
- Record activity in an auditable manner and in a way specified by Yorkshire Smokefree Calderdale, using 'QuitManger'. Training will be given on how to use this system by Yorkshire Smokefree Calderdale. In exceptional circumstances, where internet access is not available within the pharmacy, an alternative claim form may be provided.
- Participate in any Yorkshire Smoke Free Calderdale initiatives to promote the service.
- The supplying pharmacist will be responsible for clinical care of the client relating to the supply of NRT or Varenicline

- If a client is not suitable for the product then the pharmacy should direct the client back to the advisor who provided the voucher.
- Pharmacies are required to keep vouchers for 12 months once supply has taken place. The commissioner may request access to vouchers as part of audit activity. The pharmacy is required to provide the commissioner with vouchers on request to enable this.

### 3 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*

### 4 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 Calderdale Smoke Free 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 Yorkshire Smokefree Calderdale , who reserve the right of directly investigating any complaint (as per the delivery of Essential Services)
- Failure to complete all mandatory fields within the QuitManager 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
- Changes to the level or quality of the service will not be introduced without prior agreement from Calderdale Smoke Free 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 7 Termination.



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## Schedule 2 – Service Fee

### REMUNERATION

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

The following fee schedule shall apply for this service as at 1<sup>st</sup> December 2015;

**This applies to any quit dates on or after 1<sup>st</sup> of December 2015**

#### NICOTINE REPLACEMENT THERAPY

**Drug tariff price of NRT supplied *plus* £3.00 professional fee (per voucher)**

#### VARENICLINE

**Initial assessment of client for suitability for Varenicline under the PGD – drug tariff price plus VAT plus £15 consultation fee.**

**Subsequent supplies - drug tariff plus VAT price *plus* £3.00 professional fee per voucher**

- The £3.00 dispensing fee will be paid for every voucher dispensed. Payment for the medicine will be dependent on the NRT or Varenicline voucher.
- NRT and Varenicline drug costs will be paid at current Drug Tariff price plus VAT including any local negotiation and will be reviewed and updated quarterly.
- The Contractor shall be paid monthly in arrears
- Claims are to be made through the QuitManager voucher module The NRT and Varenicline vouchers are valid for 28 days from the issue date.
- Claim forms older than 3 months from the date of supply will not be accepted for processing and payment.
- All mandatory fields within the QuitManager voucher system must be completed for claims to be accepted and processed.

END