



Kirklees Council

Public Health

Service Contract

Particulars

THE COUNCIL OF THE BOROUGH OF KIRKLEES (1)

AS “AUTHORITY”

AND

[INSERT NAME] (2)

AS “PROVIDER”

**CONTRACT FOR THE
PROVISION OF COMMUNITY SMOKING
CESSATION SERVICES**

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SECTION A – THE PARTICULARS

This Contract is made on _____ 20____

PARTIES

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall, Ramsden Street, Huddersfield, West Yorkshire, HD1 2TA (the **Authority**); and
- (2) [**INSERT NAME OF PROVIDER**] of [**Insert Address**] (the **Provider**).

BACKGROUND

- (A) The Authority must exercise a number of health service functions set out in section 2B of the NHS Act 2006 (as amended) and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013 (S.I. 2013/351).
- (B) In order to satisfy these obligations the Authority wishes to secure the provision of the Services and the Provider wishes to provide the Services.
- (C) The Parties have agreed for the Provider to provide the Services in accordance with the terms and conditions of this Contract.

IT IS AGREED

A1. CONTRACT

A1.1. This Contract comprises of:

- a) these Particulars (Section A);
- b) the Special Terms and Conditions (the **Special Terms and Conditions**) (Section B), where any such terms have been agreed
- c) the Appendices (the **Appendices**) (Section C); and
- d) the General Terms and Conditions (the **General Conditions**) (which are available to view online and/or download from <http://kirklees.gov.uk/beta/business-with-the-council/policies-rules-and-regulations.aspx>, or can be made available upon request to the Authority's Representative); and

as completed and agreed by the Parties and as varied from time to time in accordance with Clause GC.30 (**Variations**) of the General Conditions (this **Contract**).

A2. INTERPRETATION

A2.1. This Contract shall be interpreted in accordance with Clause GC.30 (**Variations**) of the General Conditions (**Definitions and Interpretation**) unless the context requires otherwise.

A2.2. If there is any conflict or inconsistency between the provisions of this Contract, such conflict or inconsistency must be resolved according to the following order of priority:

- a) the Special Terms and Conditions;
- b) the General Conditions;
- c) the Appendices; and
- d) the Particulars,

unless this Contract expressly states otherwise.

A2.3. If there is any conflict or inconsistency between the provisions of this Contract and any of the documents listed or referred to in any of the Appendices, the provisions of this Contract will prevail.

A2.4. Unless expressly agreed by the Parties, any document purporting to vary any part of this Contract in accordance with Clause GC.30 (**Variations**) shall not take higher precedence than specified here.

A3. COMMENCEMENT AND DURATION OF THE CONTRACT PERIOD

A3.1. This Contract shall take effect on the date it is executed by or on behalf of the Parties (the **Commencement Date**).

A3.2. The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from [Insert Date] (the **Service Commencement Date**).

A3.3. This Contract shall expire automatically on 31st March 2025 (the **Expiry Date**), unless it is extended or terminated earlier in accordance with the provisions of this Contract, after which the provisions of Clause GC40 (**Consequences of Termination**) of the General Conditions shall apply.

- A3.4. Subject to the satisfactory performance by the Provider of its obligations under this Contract, the Authority may at its sole option extend this Contract beyond the Expiry Date by a further period of up to *[Insert]* years (the **Extension Period**).
- A3.5. If the Authority wishes to extend this Contract, it shall give the Provider at least three (3) months' written notice of such intention before the Expiry Date.
- A3.6. If the Authority gives such notice then the duration of the Contract shall be extended by the period set out in the notice.
- A3.7. For the avoidance of any doubt, during any Extension Period, the obligations under this Contract shall continue, subject to any agreed variations in accordance with Clause GC30 of the General Conditions (**Variations**) or any price adjustment in relation to the Charges in accordance with Clause GC12 of the General Conditions (**Annual Adjustment to Charges**), until the expiry of the Extension Period.

A4. REPRESENTATIVES

- A4.1. Subject to Clause A5 (**Formal Notices**) below, the person set out below is authorised from the Commencement Date to act on behalf of the Authority on all matters relating to the day-to-day management of this Contract (the **Authority Representative**).

Name: Azariah Jenney
Title: Health Improvement Practitioner Specialist
Contact Details: Kirklees Council, Public Health, PO Box 1720, Huddersfield, HD1 9EL

Tel: 01484 221000
Email: Azariah.Jenney@kirklees.gov.uk

- A4.2. The person set out below is authorised from the Commencement Date to act on behalf of the Provider on all matters relating to this Contract (the **Provider Representative**).

Name: *[Insert Name]*
Title: *[Insert Title]*
Contact Details: *[Insert Address]*

Tel: *[Insert Tel]*
Email: *[Insert Email]*

- A4.3. The Provider may replace the Provider Representative and the Authority may replace the Authority Representative at any time by giving written notice to the other Party.

A5. FORMAL NOTICES

A5.1. Except as otherwise provided within this Contract, all formal notices given under this Contract shall be in writing and shall be served by hand or post by sending the same to the address for the relevant Party set out in Clause A5.3.

A5.2. Formal notices shall be deemed to have been served as follows:

- a) if sent by post and correctly addressed shall be effective upon the earlier of actual receipt, or two (2) Business Days after mailing; or
- b) if sent by hand shall be effective upon delivery.

A5.3. For the purposes of Clause A5.2, the address for service of formal notices on each Party shall be as follows:

a) For the Authority:

Address: Kirklees Council, Public Health, PO Box 1720,
Huddersfield, HD1 9EL

For the attention of: Azariah Jenney

Tel: 01484 221000

b) For the Provider:

Address: [To Be Completed]

For the attention of: [To Be Completed]

Tel: [To Be Completed]

A5.4. Either Party may change its address for service by serving a formal notice in accordance with this Clause A5.

A6. ENTIRE CONTRACT

A6.1. This Contract, together with any schedules, appendices and/or documents attached hereto or referred to herein, constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract, except for any contract entered into between the Authority and the Provider which relates to the same or similar Services and is designed to remain effective until the Services are provided under this Contract.

A6.2. Noting in Clause A6.1 above, or any other provision within this Contract, shall operate to exclude any liability in respect of fraud or fraudulent misrepresentation.

A7. COUNTERPARTS

This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

A8. COSTS AND EXPENSES

Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Contract.

A8. GOVERNING LAW AND JURISDICTION

A8.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

A8.2. Subject to the provisions of Clause GC38 of the General Conditions (***Dispute Resolution***), each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SIGNED for and on behalf of **THE COUNCIL**)
OF THE BOROUGH OF KIRKLEES)

Authorised Signatory

Authorised Signatory

Print Name

Print Name

Designation

Designation

SIGNED for and on behalf of)
[Insert full legal name of the Provider])

Authorised Signatory

Authorised Signatory

Print Name

Print Name

Designation

Designation

SECTION B – SPECIAL TERMS AND CONDITIONS

B1 NOT USED

B.2 REQUIRED INSURANCE

B2.1 The following types of insurance at the stated levels of cover are required for this Contract:

- (a) **Public liability insurance** with a limit of indemnity of not less than [ten million Pounds Sterling (£10,000,000) in relation to any one claim or series of claims.
- (b) **Employer's liability insurance** with a limit of indemnity of not less than [ten million Pounds Sterling (£10,000,000) in relation to any one claim or series of claims.

B.3 TRANSFER OF AND DISCHARGE FROM CARE

B3.1 The Provider must comply with any provisions and Transfer of and Discharge from Care Protocols set out in Appendix J (***Transfer of and Discharge from Care Protocols***).

B.4 AMENDMENTS TO THE GENERAL CONDITIONS

B4.1 The following provisions from the General Conditions will be deleted and replaced in their entirety with the modified wording below:

Clause Number in the General Conditions	Original Wording of the Clause	Modified Wording for the Clause under this Contract
GC40.2	The Authority may terminate this Contract or any part of the Service by giving the Provider not less than six (6) months written notice at any time, no earlier than twelve (12) months after the Service Commencement Date.	The Authority may terminate this Contract or any part of the Service by giving the Provider not less than three (3) months written notice at any time.
GC40.3	The Provider may terminate this Contract or any part of the Service by giving the Authority not less than twelve (12) months written notice at any time, no earlier than twelve (12) months after the Service Commencement Date.	The Provider may terminate this Contract or any part of the Service by giving the Authority not less than six (6) months written notice at any time.

B4.2 For the avoidance of any doubt, all remaining provisions of the General Conditions which have not been deleted and/or modified by this Clause B6 shall remain in full force for the duration of the Contract Period, subject to any subsequent deletions or amendments made pursuant to Clause GC30 (***Variations***) of the General Conditions.

SECTION C – APPENDICES

APPENDIX A - SERVICE SPECIFICATIONS

Service Specification No.	KMCPH-032
Service	Smoking Cessation – Primary Care Provision
Authority	The Council of the Borough of Kirklees
Period	1st April 2022
Date of Review	31st March 2025

1. Population Needs

1.1. Introduction

Kirklees Metropolitan Borough Council (the Council) is looking to establish a contract with Providers for delivering a smoking cessation service within primary care as well as targeted community services. Kirklees Council is seeking to commission an accessible stop smoking service that forms an integral part of Kirklees Council Public Health outcomes related to smoking which is in parallel with the National Tobacco Control Plan for England and the national ambition of a Smokefree England by 2030.

This specification is intended to set out the requirements which the Provider shall comply with. It is not the purpose of this specification to limit or restrict Provider innovation or ability to deliver a responsive service but is intended to set out the performance requirements and minimum expectations the Council requires from the Provider. The provider is expected to achieve the following outcomes;

- Contribute to the reduction in smoking prevalence in the Kirklees population particularly in priority groups
- Contribute to the reduction in health-related inequalities
- Trained and competent workforce

This works towards the ambition of a ‘Smoke-free Kirklees’ described through the three pillars of tobacco control:

Preventing People from Smoking

Stopping People from smoking

Protecting people from second-hand smoke

The Provider will offer targeted specialist support, alongside a universal offer. The Provider will be expected to develop opportunities for innovative work, provide added value and contribute to making smoking invisible, complimenting the work, which is already underway within Kirklees, taking a whole system approach to tobacco control.

1.2. National/local context and evidence base

The UK government has announced that its ambition is for England to be smokefree by 2030¹ which is defined as less than 5% of the population smoking.

Smoking is the greatest cause of premature death and disability, responsible for half the difference in life expectancy between the richest and poorest in society. Over 77,000 people die in England from smoking a year, more than obesity, alcohol and illegal drugs put together. For every person who dies from smoking, 30 times as many live with a serious smoking related illness. Reducing smoking prevalence, therefore; remains a key local public health priority and a national focus (Local Stop Smoking Services Service and delivery guidance, 2014).

Kirklees Council's Public Health Team coordinates the Kirklees Tobacco Control Alliance. The Alliance is responsible for providing strategic leadership and delivering a comprehensive tobacco control programme to reduce smoking prevalence in Kirklees. Its vision is to see the next generation of children born and raised in Kirklees, which is free from tobacco and where smoking is unusual. The Alliance shares the national ambition of achieving a smokefree England by 2030. Its work is underpinned by the CLeAR Assessment framework so that the Alliance continues to strive for excellence and improve its tobacco control work. The Alliance reports to the Kirklees Council Health and Wellbeing Board.

It is expected that service providers will contribute to the national and regional priority programmes by providing capacity within their services to support smokers to quit. These priority programmes include the [NHS Long Term Plan](#) and [West Yorkshire Local Maternity System \(LMS\)](#).

Despite the decline in smoking rates in previous years Kirklees still has a higher prevalence of smokers compared to the England average (14.3% in 2019), although this has dropped significantly over recent years (17%, 2016 Kirklees Joint Needs Assessment). Within Kirklees, the prevalence of smoking varies greatly by place. In 2019, as in previous years, Dewsbury West had the highest rates of smoking at (17%) and Holme Valley South has the lowest level of smokers (6.3%).

There has been a national and local focus on four priority groups to target with specialist stop smoking support. These include;

1. Routine and manual workforce.
2. Mental health (diagnosed)
3. Pregnancy and women of child-bearing age
4. Secondary Care

Key highlights for Kirklees:

- Smoking is estimated to kill 518 people in Kirklees every year
- The latest data illustrates that 14.3% of the adult population in 2019 which is 48497 people
- The prevalence amongst routine and manual workers (24.4%) within Kirklees

¹ Department of Health and Social Care. Advancing our health: prevention in the 2020s – consultation document. July 2019.

- The smoking status at time of delivery (11.4%) is **worse** than the England average (10.4%) (PHE 2018/19).
- Smoking prevalence in adults with serious mental illness (SMI) (40%)
- Roughly £121.1 m per year to society is estimated to be spent on smoking in Kirklees, this includes costs to productivity, littering, fires, healthcare and social care.
- on the average smoker in Kirklees spends just under £2,000 per year on cigarettes. Each year in Kirklees, when income and smoking costs are taken into account, 10,592 households are driven into poverty.

2. Key Service Outcomes

2.1 Locally agreed outcomes and quality requirements

The most effective way to quit smoking is with expert behavioural support from local stop smoking services combined with pharmacotherapy. Smokers who receive this type of support are 3 times as likely to quit successfully as those who try to quit using will power alone or using with over-the-counter nicotine replacement therapy (PHE, 2019).

An Intermediate Service will contribute towards the following outcomes:

- Supporting 5% of the smoking population annually into the smoking cessation service (2,500 people annually in Kirklees across the service)
- A reduction of people (aged 18 years and over) reporting that they smoke at all from 14.3% in 2019 (48,500 smokers) to 5% by 2030 (22,500 smokers)
- Reducing the number of women smoking during pregnancy to 2% or less (measured at time of giving birth) by 2030
- Reducing the inequalities in smoking prevalence between different population groups;
 - Improving access to smoking cessation services, specifically for priority groups

Key Performance Indicator	Target for the service as a whole
Aim to treat 5% of the smoking population (14.3% prevalence, 2019)	2425
Priority groups:	
Routine and Manual workforce	1120
Secondary Care	750
Mental Health	350
Smoking in Pregnancy	200

Achieving a 4-week quit	55%
Measuring the number of users who are CO validated at 4 weeks	70%

2.1. Aims and objectives of service

Kirklees Council plans to support people who express a desire to quit smoking utilising either local primary care services, other partner providers or by referral to the Wellness Service or Auntie Pams for specialist smoking in pregnancy support. This reflects both national priorities and additional locally identified priorities.

This scheme is intended to assist Kirklees Council and its constituent partner providers to meet these priorities by:

- providing comprehensive local access to equitable, consistent, flexible and high-quality stop smoking services
- enabling prompt and appropriate access to stop smoking medications, such as nicotine replacement therapy, varenicline and bupropion.
- ensuring that services are delivered in the most appropriate setting by the most appropriate advisor as part of an overall programme of support
- ensuring staff are competent in delivering the service to a high standard ensuring that all stop smoking targets are met including those set out in the DH Stop Smoking Services: Service and Monitoring Guidance 2015 (http://www.ncsct.co.uk/publication_service_and_delivery_guidance_2014.php) and subsequent updates

Priority groups:

- Routine and manual workers
- Pregnant and women of childbearing age
- People with a mental health condition
- Secondary care

Kirklees Council will support this by:

- Kirklees Council is currently procuring Quit Manager to modernise the reporting methods and make it quicker and easier for providers to receive payments. Quit Manager is a bespoke confidential record and data collection system and it is expected to go live within the first 3 months of this contract. Quit Manager and all training and ongoing support will be provided free by Kirklees Council.
- Providing training and supporting GPs, health care professionals and other front-line staff working with smokers to provide appropriate support and advice to clients who want to stop smoking. For more information about training please contact publichealthcommissioning@kirklees.gov.uk.
- Providing accredited Level 2 Smoking Advisors with a CO monitor for use in their practice or service. The CO monitor remains the property of Kirklees Council. CO monitors must be maintained and recalibrated 6 monthly as per the attached Standard Operating Procedure. Disposable mouthpieces for the CO monitors and any additional consumables are not provided and must be sourced by the provider. The CO monitor must be returned to Kirklees Council if the Intermediate Advisor is no longer practicing.

2.2. Outline of service requirements

All providers will be responsible for ensuring the stop smoking support programme is delivered in an appropriate and accessible setting (e.g., private and confidential environment) and by appropriately trained staff (Intermediate level 2 smoking advisors).

All providers will use Quit Manager (once available) a bespoke confidential record and data collection system. Quit Manager and all training and on-going support will be provided free by Kirklees Council.

- There should be provision of sufficient Intermediate Advisor time that they are able to offer clients an appointment within 5 working days. If this is not possible then they should be referred to the Kirklees Wellness Service. No payment will be made for this referral.
- All smoking cessation interventions should be in accordance with the Local Stop Smoking Services Service and delivery guidance, NCST, 2014 (www.ncsct.co.uk).
- The provider will adapt a holistic approach to assessment of smoking, smoking behaviour and lifestyle including consideration of other health problems.
- All interventions should be multi-session (total potential client contact time being 1.5 hours in duration) to ensure continued monitoring, client concordance and ongoing access to medication.

- Providers must maintain a quit rate within the limits set by NHS digital and Department of Health in the guidance referenced above. The acceptable quit rate is between 35% and 70%. All providers will be expected to exception report performance that falls outside of these limits.
- Clients should either be seen in person or contacted by telephone to offer patients/ service users choice. Up to 3 attempts should be made to reach a client by telephone, text or email and recorded in Quit Manager. Any client setting a Quit Date and not contactable on those 3 occasions should be classed as 'lost to follow-up' on the monitoring form with evidence of dates when contact was attempted.
- An in-house advisor should not favor one medication over another and pharmacotherapy should be chosen in line with training (past quit attempts and smoking dependency). Clients should be informed of all available (evidence-based) behavioral and treatment options both locally and nationally prior to treatment.
- **All pharmacy settings MUST be signed up to the Voucher Scheme service level 1** agreement with Kirklees Council to dispense medications.
- All stop smoking pharmacotherapies should be offered on prescription or voucher to any smoker who is motivated to quit. (Note - A prescription is required for non NRT pharmacotherapy i.e., Zyban or Champix).
- When a client has not managed to stop smoking there is no definitive period of time required between the end of a treatment episode and the start of another. The Leve 2 Smoking Advisor should use discretion and professional judgement.
- Any professional working within a General Practice, Pharmacy or Dental Practice can be trained as an Intermediate advisor to deliver level 2 smoking cessation provision within primary care. This offer is also open to professionals from other services to help increase capacity in the community setting.
- All providers should achieve a minimum of 12 quits per annum per advisor

The provider should prominently display a service poster in the setting to advertise the providers' participation. A poster will be provided by the commissioned service and additional materials can be requested from publichealthcommissioning@kirklees.gov.uk

2.3 Data Collection

- Providers will submit full and accurately completed data via Quit Manager (Department of Health Monitoring Forms may be used in exceptional circumstances only, following discussion with the core service) for each individual smoker who registers for support, within the timescales attached to this agreement. This must include all the information required by the Department of Health, set out in the Service Monitoring and Guidance 2015 (http://www.ncsct.co.uk/publication_service_and_delivery_guidance_2014.php)
- Timescales for submitting data will be provided annually and reminders shared
- Failure to submit the data by the required date will result in the withdrawal of payment for those clients.
- Failure to fully complete and submit the data accurately will result in any payments due being withheld until it is completed satisfactorily within required timescales.
- Information will be processed in accordance with the requirements of the GDPR and the Data Protection Act 2018.

2.4 Local Commissioned Service Delivery

The following planned intervention must be provided to all smokers supported through this agreement:

- The smoker expresses a desire to quit smoking (this step involves the member of staff to use nationally recognised brief and very brief intervention models).
- The advisor provides information on stopping smoking, the consequences of smoking and the potential treatments to support quitting.
- An assessment is undertaken considering smoking, lifestyle, behavioural and health factors affecting the smoker's ability to quit. This may include assessing the smokers wider support network of family and friends and whether they can be engaged to provide additional motivation and support.
- Advice is given on and provision of NRT, Varenicline, if appropriate, and in line with agreed protocols, using the PGD/Voucher scheme unless there is an exception as per protocol.
A quit date is agreed and recorded.

- The information sharing consent section on Quit Manager or the DH monitoring form (to enable follow up of quit attempts) is completed.

- Structured follow up sessions of behavioural intervention and support are offered (weekly sessions for a minimum of 6 weeks after the quit date, with a minimum contact time of 90 minutes over 6 weeks).

Behavioural support consists of advice, discussion and exercises provided face-to face. It can also be delivered by telephone. It aims to make a quit attempt successful by:

- helping clients escape from or cope with urges to smoke and withdrawal symptoms
- maximising the motivation to remain abstinent and achieve the goal of permanent cessation
- boosting self-confidence
- maximising self-control
- optimising use of pharmacotherapy

- A carbon monoxide-verified four-week quitter is a treated smoker whose CO reading is assessed 25-42 days from their quit date (-3 or + 14 days) and whose CO reading is less than 6ppm. The -3 or +14 day rule allows for cases where it is impossible to carry out a face-to-face follow-up at the normal four week point (although in most cases it is expected that follow-up will be carried out at four weeks from the quit date). This means that follow-up must occur 25 to 42 days from the quit date.

- CO verification must be conducted face-to-face and carried out for all four-week quitters. Providers who fail to obtain CO readings for at least 70% of the four week-quitters may be subject to additional verification processes.

- The monitoring information is inputted onto Quit Manager (see Data Collection section above) indicating whether the patient has successfully quit or not. The data collection at this point is equally important in establishing successful and unsuccessful quitters and must be submitted for both categories. The follow up described above must be undertaken before the client outcome recorded and data return is completed.

2.5 Use of E-Cigarettes/ Vaping Devices

Since October 2021 Kirklees Council has established an e-cigarette pilot, supported by the charity Yorkshire Cancer Research, within the community service providers; Kirklees Wellness Service and Auntie Pam’s services. Subject to an evaluation of the learnings from the pilot and subsequent consultation with provider partners, it is expected that the routine offer of an e-cigarette via a voucher scheme will become part of the service requirements within the next 12 months.

Public Health England have published two reviews, indicating that e-cigs are 95% less harmful compared to smoking cigarettes (2018). Public Health England’s Vaping in England Evidence

Review (2021) finds that there is strong evidence that nicotine vaping products are effective for smoking cessation and reduction.

The use of E-cigs has increased substantially in recent years and the UK wants to ensure that they are available to meet the appropriate standards of safety, quality, and efficacy to help reduce the harm from smoking tobacco. E-cigarettes are the most popular stop smoking aid in England, with an estimated 2.7 million adult users in 2020.

Although E-cigs are currently defined as 'unlicensed' products, they are regulated, and the UK has some of the strictest regulation for e-cigarettes in the world. All products must be notified by manufacturers to the UK Medicines and Healthcare products regulatory Agency (MHRA).

The Provider will be expected to support the use of e-cigs and attend an e-cigarette induction workshop, provided free with the council to demonstrate knowledge and competency.

In accordance with NICE Guidance the provider and level 2 smoking advisors will advise adults on how to use nicotine-containing e-cigarettes. This includes explaining that:

- E-cigarettes are not licensed medicines but are regulated by the Tobacco and Related Products Regulations (2016)
- Use of e-cigarettes is likely to be substantially less harmful than smoking
- Any smoking is harmful, so people using e-cigarettes should stop smoking tobacco completely
- No evidence of harm from second-hand vapour, supporting a smokefree home.

2.6 Interdependencies with other services

The intermediate service has interdependencies with the following other services, but not limited to:

- Kirklees Drug and Alcohol Service
- Integrated Sexual Health Service.
- HIV Prevention & Support Service
- Kirklees Wellness Service (Stop smoking service main provider)
- Kirklees Council Auntie Pam's Service
- Maternity Services
- Health Trainers
- Secondary Care

2.7 Any activity planning assumptions

While all smokers can be provided with smoking cessation, there are specific population groups which require specific targeting (section 2.1) and applications are welcome from providers who work with these specific groups.

3. Applicable National Standards e.g., NICE

The service is expected to be compliant with the following NICE guidance and quality standards, as appropriate:

- NICE, Tobacco: Preventing uptake, promoting quitting and treating dependence, 2021
- NICE, Smoking: Harm Reduction, 2015
- NICE, Smoking: reducing and preventing tobacco use, 2015
- NCST, Local Stop Smoking Services: Service and delivery guidance, 2014
- NICE, Smoking: supporting people to stop, 2013
- NICE, Smoking: harm reduction, 2013
- NICE, Smoking: acute, maternity and mental health services, 2013
- NICE, Smokeless Tobacco: South Asian Communities, 2012
- Healthy Lives, Healthy People: A Tobacco Control Plan for England – Summary, March 2011
- NICE, Smoking: stopping in pregnancy and after childbirth, 2010
- Code of Practice for Infections and related guidance, 2010
- NICE Guidance, Stop smoking services, 2008
- NICE, Stop smoking services, 2008
- Health and Social care Act, 2008
- NICE Smoking cessation services in primary care, pharmacies, local authorities and workplaces, particularly for manual working groups, pregnant women and hard to reach communities, 2008
- NICE, Smoking: workplace interventions, 2007
- NICE, Varenicline for smoking cessation, 2007 (reviewed, 2011)
- NICE, Smoking, brief interventions and referrals, 2006
- NICE Guidance on the use of nicotine replacement therapy (NRT) and Bupropion for smoking cessation, 2005

Applicable local standards

Voucher scheme service level agreement

APPENDIX B
CHARGES

For the purpose of clarity an indicative guide to how the Service Budget is broken down is provided below:

1. Service Value

- a) For the sake of clarity, the table below outlines a full breakdown of the maximum payable value based on activity for [each element of the Service/those Services for which the Authority controls the Service Budget:

Activity	Charge
CO verified quit at 4 weeks	£40
Non-CO verified Quit at 4 weeks	£35
Non-Quit / lost to service	£10

2. Services Payment

Payment will only be made to providers of the Level 2 Smoking Cessation Service who have entered into a signed agreement with Kirklees Council.

Participating providers will be funded on the following basis:

- Payment will be made to providers on a quarterly basis under the local commissioned service providing that monitoring data is fully completed and submitted for each person who registers for support. This must be submitted to Kirklees council Stop Smoking Service in accordance with the timescales set out in part 4.
- Payment will be authorised on submission of accurately completed Quit Manager records which will be collated by Kirklees Council. Dates for submission will be provided annually by Kirklees Council. Please ensure you provide all requested information including contact details, data and postcode.
- Payment may be withheld if data is not completed within this timescale or not completed fully or correctly. Incomplete data will be notified to the Provider. Should this occur the client record must be fully completed within 15 working days. Payment will not be made for any client record not completed within this timescale.
- Funding of the service will be calculated based on the number of correctly completed Client Records via Quit Manager.
- Claims for previous quarters/financial years will not be paid.

3. Budget Amendments

- a) Subject to this paragraph 4 of this Appendix B, the maximum budgets highlighted in paragraph 1 of this Appendix B above are fixed.
- b) If at any time during the life of this Contract the maximum budgets highlighted in paragraph 1 of this Appendix B above need to be reduced as a result of a change of Law which affects the Authority and/or the Service, or due to any financial constraints placed upon the Authority which are outside its reasonable control, then the Authority reserves the right to amend any of the maximum budgets above at any time throughout the lifetime of the Contract.
- c) If at any time during the life of this Contract the Authority reaches the reasonable conclusion that the Provider's annual service costs need to be reduced as a result of a change of Law which affects the Authority and/or the Service, or due to any financial constraints placed upon the Authority which are outside its reasonable control, then the Authority reserves the right, to request in writing that the Provider amends their annual Service cost at any time throughout the lifetime of the Contract.
- d) Should the Authority wish to enforce sub-paragraphs 4(b) or 4(c) above, then the Provider will be informed in writing by the Authorised Representative and the Variation process, as outlined Clause GC30 of the General Conditions (**Variations**) and in Appendix K (**Agreed Variations**), will be adhered to.

4. Data collection timetable

NHS Digital – Quarterly reporting dates for financial year 2022/23

Month in which Quit Date Set (Financial Year)	Last Date for Stop Smoking Service to Receive Completed Data	Payment Deadlines
Quarter 1 (Apr, May, Jun)	14 th July 2022	21 st July 2022
Quarter 2 (Jul, Aug, Sept)	14 th October 2022	21 st October 2022
Quarter 3 (Oct, Nov, Dec)	16 th January 2022	23 rd January 2022
Quarter 4 (Jan, Feb, Mar)	14 th April 2023	21 st April 2023

NB: Data received after the quarterly reporting deadline date will not be awarded a payment

5. Invoicing

- a) The Provider should submit an invoice to the Authority at the beginning of each specified time frame in order for the payments to be processed. Clause GC11.3 of the General Conditions (***Charges and Payment***) shall therefore not apply to this Service.
- b) The contents and format of the Provider's invoice must adhere to the Authority's standard requirements for invoices, which are set out in full on the Authority's website at <http://www.kirklees.gov.uk/business/businessWithCouncil/index.aspx>.
- c) The Authority reserves the right to request any breakdown of spending on Staffing, prescription / treatment costs, rent, laboratory services and online testing in addition to the Provider's invoice.
- d) The Provider shall submit, within the deadlines stipulated, to the Authority's Representative, a Financial Report as requested by the Authority's Representative from time to time, prepared on an accruals basis. The statement shall be submitted as prescribed by the Authority's Representative.
- e) The Provider shall be under a general obligation to provide value for money on the expenditure of all funds which derive from the Authority and to work with the Authority to demonstrate value for money.

- f) The Provider shall co-operate with the Authority with the introduction and implementation of any requirements imposed upon the Authority in connection with best value and shall comply with the reasonable instructions and request for information of the Authority's Representative in respect thereof.

APPENDIX C

CONDITIONS PRECEDENT

The Provider must comply with **ALL** of the following

Condition Precedent	Longstop Date
Evidence of completion of Brief interventions training in Smoking Cessation (including 'Very Brief Advice on Smoking' and the 'Practitioner Training: Core Competencies in Helping People Stop Smoking' available at www.ncsct.co.uk)	[TBC]
Evidence of completion of Intermediate Smoking Cessation Advisor training	[TBC]
Evidence of Insurance as requested in Clause B.2 (Required Insurance) of these Particulars	[TBC]
Evidence of an Organisation Safeguarding Policy in line with the Safeguarding Adults West and North Yorkshire and York Multi-Agency Policy and Procedures	[TBC]
Evidence that Staff who are in direct contact with Children and/or Vulnerable Adults have Enhanced DBS clearance.	[TBC]

APPENDIX D

MONITORING FORM

Please note: Upon successful application an electronic version of the monitoring form will be supplied

LEVEL 2 SMOKING CESSATION SERVICE 2022-23

INVOICE FROM

Provider Name: _____
Address: _____

HOW TO PAY		REFERENCE	
Account Number:		Invoice Number:	
Sort Code:		Invoice Date:	
Account Name:		Internal Use. PO Number:	
Bank Name:			
Bank Address:	-		

Quarter _____

PAYMENT TARIFF and CLAIM

Activity	Payment	Total Amount
CO verified quit at 4 weeks	£40	£0.00
Non-CO verified Quit at 4 weeks	£35	£0.00
Non-Quit / Lost to service	£10	£0.00
Total Amount to Claim:		£0.00

Completed By: _____

Date: _____

Completed monitoring forms and a copy of the invoice can be returned electronically via:

Email: publichealthcommissioning@kirklees.gov.uk

LEVEL 2 SMOKING CESSATION SERVICE 2021-22

Please tick quarter to which this form relates:

Q1 (Apr-Jun)	
Q2 (Jul - Sept)	X

Q3 (Oct - Dec)	
Q4 (Jan - Mar)	

Provider Name:	
Provider Code:	
Full Name of ALL Smoking Cessation Advisors:	

PLEASE ENSURE ALL QUESTIONS ARE RESPONDED TO FULLY. EXPLANATION OF CODES CAN BE FOUND ON THE ADDITIONAL SHEET IF REQUIRED

Client Profile						All Clients Quit Information					Socio-economic Classification	Source of Referral	Pharmacotherapy Treatment Received		E-Cigarette	Intervention Received	
Client No	Partial Post Code	Age at Quit Date	Gender Identity	Sexual Orientation	Ethnicity	Quit Date Set	Only ONE column should state YES			Number of Weeks Support Provided	Socio-economic Status	Referred From	Treatment Type	Prescription / NRT Voucher Issued	Use of an E-Cig	Intervention Type	Intervention Setting
							CO Verified Quit at 4 Weeks	Non CO Verified Quit at 4 Weeks	Non-Quit / Lost to Service								
001																	
002																	
003																	
004																	
005																	
006																	
007																	
008																	
009																	
010																	
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024																	
025																	
026																	
027																	
028																	
029																	
030																	
TOTAL COST =						£0.00	£0.00	£0.00		£0.00							

Gender Identity	Ethnicity	Socio-economic Groups	Quit Date Set	CO Verified 4 weeks	Non CO Verified Quit at 4 Weeks	Non-Quit / Lost to Service	Source of Referral
Male	British	Manual Routine	Yes	Yes	Yes	Yes	Self Referral
Female	Irish	Pregnant Women	No	No	No	No	GP
Prefer not to say	Any other White background	Mental Health					Pharmacy
Other	White and Black Caribbean	Other					Today is the Day' Campaign
	White and Black African						CHFT
	White and Asian						Mental Health Acute Setting
Intervention Settings	Any other Mixed background	Pharmacotherapy Treatment	Age at Quit Date		Prescription/ NRT Issued		Mental Health Community Setting
Community Setting	Indian	Champix	Under 18		Prescription		Other Community Provider
GP	Pakistani	NRT	18-34		NRT Voucher		Dewsbury District Hospital Staff
Pharmacy	Bangladeshi	Zyban	35-44				Dewsbury District Hospital Patient
Other	Any other Asian background	None	45-59				Midyorks Hospital
	Caribbean		60 and over				Lung Healthcheck Scheme
	African	Use of E-Cigarette					
Intervention Type	Any other Black background	Yes	Sexual Orientation				
1 to 1	Chinese	No	Bisexual				
Group			Gay man				
			Heterosexual/Straight				
			Lesbian/Gay woman				
			Prefer not to disclose				
			Other				

APPENDIX E

INFORMATION PROVISION

On a quarterly basis, the Provider will be required to submit a Monitoring form as outlined in ***Appendix D (Monitoring Form)*** above.

Any subsequent changes to the standard approved Monitoring form will only be valid if agreed in accordance with **clause GC30** of the **General Conditions (Variations)** and ***Appendix K (Agreed Variations)*** below.

All Monitoring Forms reports are to be provided in the format of a **Microsoft Excel Spreadsheet**.

Reports must be submitted **electronically** to the Authority's Representative within 10 working days of the end of each relevant quarter at the latest.

APPENDIX F

DETAILS OF REVIEW MEETINGS

'NOT USED'

APPENDIX G

SERVICE USER, CARER AND STAFF SURVEYS

TBA

APPENDIX H

SAFEGUARDING POLICIES

The Provider should ensure that they have a valid and up-to-date children and vulnerable adults' policy in place, which they must send to Authority prior to the commencement of the Contract.

The Provider shall ensure all members of their Staff are aware of, trained to a level appropriate to their role and abide by guidance and legislation on safeguarding (children and adults).

In addition to its own safeguarding policy appended to this Appendix H, the Provider shall comply with each of the Authority's local policies and procedures for safeguarding children and adults, including the local multi-agency policy, as amended from time to time:

- West Yorkshire Safeguarding Children's Board procedures:
<http://westyorkscb.proceduresonline.com/index.htm>;
- West Yorkshire Multi-Agency Safeguarding Adults policy and procedures:
<http://www.kirklees.gov.uk/community/yourneighbourhood/crimeSafety/pdf/safeguardingAdultPolicyProcedures.pdf>

The Provider is also advised to review safeguarding pages of the Authority's website on a regular basis:

- <http://www.kirklees.gov.uk/community/yourneighbourhood/crimeSafety/safeguardingAdults.aspx>
- <http://www.kirkleessafeguardingchildren.co.uk/>

At the reasonable written request of the Authority and by no later than ten (10) Business Days following receipt of such request, the Provider shall provide evidence to the Authority that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.

If requested by the Authority, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.

The Provider is required to comply with the safeguarding standards set out below:

- The Service will adhere to established safeguarding assessment procedures to identify vulnerable children and adults.
- The Service will adhere to established safeguarding referral pathways, management and joint working practices identified within agreed multi-agency procedures as identified within the agreed West Yorkshire Multi-agency Policies for Safeguarding Adults.
- Ensure that all policies and procedures are consistent with legislation / guidance in relation to Mental Capacity Act 2005 and consent, and that Staff practice in accordance with these policies.

**Annex to Appendix H
Provider's Safeguarding Policy**

[Please append Safeguarding Children and Vulnerable Adults' Policy of Provider, which you should request as part of your Tender/Quotation/Application process]

APPENDIX I

INCIDENTS REQUIRING REPORTING PROCEDURE

The Provider will be required to produce a quarterly summary report from the Service Commencement Date providing full details of all complaints and how they were resolved.

The Provider will have awareness of and will respond to infectious diseases, outbreaks and other threats to health. A clinical governance report will be submitted to the Authority on an annual basis and full details of any ***Serious Untoward Incidents (SUIs)*** will be communicated without delay to the Authority.

Any critical SUIs which relate to this Contract should be reported to the Authority immediately.

The Provider must comply with the arrangements for notification of deaths and other incidents to CQC in accordance with CQC regulations and Guidance (where applicable) and to any other Regulatory Body, and NHS Body, any office or agency of the Crown or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of SUIs (as appropriate), in accordance with Good Practice and Law

The Parties must comply with their respective obligations (if any) in relation to deaths and other incidents under Clause GC18 of the General Conditions (***Incidents Requiring Reporting***).

If a notification the Provider gives to any Regulatory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the Authority.

The Authority will have complete discretion (subject only to the provisions of the Data Protection Act 1998) to use the information provided by the Provider under this Section in any report which they make to any Regulatory Body, and NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosure and the body to which they have disclosed it.

As per Clause GC18 of the General Conditions (***Incidents Requiring Reporting***), the Provider must consider and respond to the recommendations arising from any audit, Serious Incident or Patient Safety Incident Report.

APPENDIX J

TRANSFER OF AND DISCHARGE FROM CARE

1. For the purposes of this Appendix J, the following definitions and rules of interpretation shall apply:

1983 Act means the Mental Health Act 1983.

1983 Act Code means the 'code of practice' published by the Department of Health under section 118 of the 1983 Act.

2014 Act means the Care Act 2014

Carer means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage.

Discharge Summary means a summary of information relevant to the Service User to be produced by the Provider in accordance with the relevant Transfer of and Discharge from Care Protocol.

GP means a general medical practitioner or general dental practitioner registered on the performers list prepared, maintained and published in accordance with regulations made under sections 91 and 106 of the National Health Service Act 2006.

LD Guidance means the model of care set out in the Department of Health publication Transforming care: a national response to Winterbourne View hospital (December 2012), and guidance issued by NHS England from time to time in relation to or pursuant to it available via: <http://www.england.nhs.uk/ourwork/qual-clin-lead/ld/transform-care/>.

Legal Guardian means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs.

Transfer and Discharge Guidance and Standards means:

- Care and support statutory guidance (<https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance>); and

Transfer of and Discharge from Care Protocols means the protocols (to include all locally-agreed requirements in respect of information to be provided to the Service User and/or Referrer relating to updates on progress through the care episode, transfer and discharge) set out at in Annex A of this Appendix J.

2. The Provider must comply with the Transfer of and Discharge from Care Protocols and all relevant Law and guidance including Act 1983, the 1983 Act Code, the 2014 Act and LD Guidance and Transfer and Discharge Guidance) relating to transfer of and discharge from care.
3. The Provider and the Authority must each use their best efforts to support safe, prompt discharge from support and to avoid circumstances and transfers and/or discharges likely to lead to recommencement of support or emergency admissions to NHS care.
4. Before the transfer of a Service User to another Service under this Contract and/or before a Transfer of Care or discharge of a Service User, the Provider must liaise, as appropriate, with any relevant third party health or social care provider, and with the Service User and any Legal Guardian and/or Carer, to prepare and agree a Care Transfer Plan. The Provider must implement the Care Transfer Plan when delivering the further Service, or transferring and/or discharging the Service User, unless (in exceptional circumstances) to do so would not be in accordance with Good Practice.
5. Where, in the course of delivering Support to a Service User, the Provider becomes aware of any matter or requirement pertinent to that Service User's ongoing care and treatment which would necessitate the Service User's GP taking prompt action, the Provider must communicate this by issue of a Letter to the Service User's GP. The Provider must send the Letter as soon as reasonably practicable and in any event within ten (10) days (with effect from 1 April 2018, within seven (7) days) following the Service User's attendance.
6. Where a Service User has a clinical need for medication to be supplied on discharge from support, the Provider must ensure that the Service User will have on discharge an adequate quantity of that medication to last:
 - a) for the period required by local practice, in accordance with any requirements set out in the Transfer of and Discharge from Care Protocols (but at least seven (7) days); or
 - b) (if shorter) for a period which is clinically appropriate.

8. The Provider must supply that quantity of medication to the Service User itself, except to the extent that the Service User already has an adequate quantity and/or will receive an adequate supply via an existing repeat prescription from the Service User's GP or other primary care provider.

APPENDIX K

AGREED VARIATIONS

*NB - No Variation to this Contract during the Contract Period will be valid or of any effect unless agreed in writing by the Authority Representative (or his nominee) and the Provider Representative (or his nominee) using the form of Variation Notice below in accordance with Clause A5 of the Particulars (**Notices**) and Clause GC30 of the General Conditions (**Variations**).*

Each and every Variation agreed by the Parties during the Contract Period shall form a separate addendum to this Contract and shall be inserted/recorded here in this Appendix K.

FORM OF VARIATION NOTICE

NO. [Insert sequential number for each Variation Notice]

This notice is a Variation Notice under Appendix K of the Agreement for **PROVISION OF COMMUNITY SMOKING CESSATION SERVICES** between [Insert Provider Name] and **THE COUNCIL OF THE BOROUGH OF KIRKLEES** dated [Insert Date of Contract].

Title

Originator

Date

Variation

Details

Reason

Price Adjustments

Outstanding Discussions

Timetable

Impact

Period of Validity

Signed on behalf of THE COUNCIL OF THE BOROUGH OF KIRKLEES

Signature _____

Date _____

Signature _____

Date _____

Signed on behalf of **[insert provider name]**

Signature _____

Date _____

APPENDIX L

DISPUTE RESOLUTION

Part 1 of Appendix L – Dispute Resolution Process

1. **ESCALATED NEGOTIATION**

1.1 Except to the extent that any injunction is sought relating to a matter arising out of Clause GC47 of the General Conditions (***Confidentiality***), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the five (5) Business Days following receipt of the first such offer (the “**Negotiation Period**”) each of the Parties shall negotiate in good faith and be represented:

1.1.1 for the first five (5) Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and

1.1.2 for the last five (5) Business Days, by its chief executive, director, or board member who has authority to settle the Dispute,

provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2. **MEDIATION**

2.1 If the Parties are unable to settle the Dispute by negotiation, they must within five (5) Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix L.

2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

- 3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within ten (10) Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
- 3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.
- 3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
- 3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within five (5) Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within five (5) Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
- 3.6 The Expert must produce a written decision with reasons within thirty (30) Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.
- 3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

- 3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.
- 3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within five (5) Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further five (5) Business Days and send any revised decision simultaneously to the Parties.
- 3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:
- 3.11.1 the Expert reconsider his decision (either all of it or part of it); or
- 3.11.2 the Expert's decision be set aside (either all of it or part of it).
- 3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.
- 3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

Part 2 of Appendix L - Nominated Mediation Body

*[If other mediation body is agreed under paragraph 2.1 of Part 1 of Appendix L, insert details of body here **before** you issue the final Contract to the Provider]*

Part 3 of Appendix L - Recorded Dispute Resolutions

[Insert]

APPENDIX M

SUCCESSION PLAN

*NB – Any Succession Plan agreed between the parties in accordance with Clause GC41 of the General Conditions (**Consequences of Termination**) must be inserted here.*

[Insert agreed Succession Plan]

APPENDIX N

DATA PROTECTION SCHEDULE

INTRODUCTION

In order to ensure compliance with the GDPR the Authority will require all Providers to adhere to the following *Memorandum of Understanding (“MoU”)*

- The Provider agrees to process personal information in accordance with their own information governance policies and procedures, or as directed by the standards applicable to the information being processed.
- Where applicable, Providers are committed to undertaking, following and complying with the Information Governance Toolkit as a minimum of Level 2. Where Level 2 has not been met, there should be an action plan for necessary improvements agreed with either the Authority. Where another Information Governance Assurance Framework applies, Providers will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with the Authority.
- Providers shall appoint a responsible / accountable officer who will ensure the protection of personal information (for example a Caldicott Guardian or senior manager responsible for data protection).
- Providers will take appropriate organisational and technical measures towards compliance with Data Protection Act 1998, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
- Providers are committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
- Providers are committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including data protection, Confidentiality, Caldicott Principles, Information Security, Records Management and Freedom of Information.
- Providers will promptly notify the Authority of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.

- Providers will agree, security clearances permitting, to allow the Authority to carry out audits or visits to confirm compliance with agreed assurance requirements.
- Providers commit to ensuring that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing.
- Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 1998 should be directed to the original organisation's FOIA officer/data protection officer.
- Providers may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

PART 1.A – DATA SHARING

- 1.1. In order to facilitate and govern the efficient, effective and secure sharing of good quality information and compliance with the GDPR, the Authority will invite the Provider to register on the **Information Sharing Gateway (“ISG”)**

(https://www.informationsharinggateway.org.uk/application/home_intray.aspx)
- 1.2. The ISG is governed by the MoU as included within the introduction of this **Appendix N**.
- 1.3. Failure to adhere to this MoU, or rectify any default on the MoU to the satisfaction of the Authority within thirty (30) Business Days will be viewed, in line with **Clause GC40.4 (h)** of the **General Terms and Conditions (Termination)**, as a sufficient reason for termination.
- 1.4. The use of the ISG will be underpinned by individual **Information Sharing Agreements (Part 1.B)** that will govern Data sharing transactions between the Parties and their partners.
- 1.5. Information will only be used for the purposes stated and as detailed in individual Information Sharing Agreements.
- 1.6. No individual Information Sharing Agreement developed during the Contract Period will be valid or of any effect unless agreed by the Authority Representative (or his/her nominee) and the Provider Representative (or his/her nominee) and all the relevant details have been completed.
- 1.7. Each and every Information Sharing Agreement agreed by the Parties during the Contract Period shall form a separate addendum to this Contract.
- 1.8. The implementation and ongoing use of the ISG will be at the discretion of the Authority. The use of the ISG will be reviewed, as a maximum, on an annual basis.

PART 1.B - INFORMATION SHARING AGREEMENT

No.	001	
Originator of Data	[Insert Provider Name]	
Recipient of the Data	Public Health Commissioners	
Type of Data being shared	Anonymised service monitoring data for the purpose of service monitoring	
Specific Details on Data being shared	Service Users/Customer/Constituent/Client Data	
	Name, Date of Birth, Gender	Gender
	Identifying numbers (E.g. National Insurance Number, NHS No., etc.)	N/A
	Address, telephone number, email addresses, contact details	Partial post code/LSOA
	Photographs and/or video images	N/A
	Next of Kin, Emergency Contact, Carer Details	N/A
	Other (Should only be shared where there is a justifiable purpose)	Age at quit date, ethnicity, socio economic status
	Staff/Personnel Data	

	Name, Job Title, Work Base, Work Team, Line Manager	N/A
	Identifying numbers (E.g. Employee/Payroll No.; National Insurance No.)	N/A
	Photographs and/or video images	N/A
	Home Address, Date of Birth and Next of Kin	N/A
	Full Employment Record	N/A
	Other (Should only be shared where there is a justifiable purpose)	N/A

Is the Data 'person identifiable'?	No
Has explicit consent been given and recorded?	N/A
Has implied consent been recorded?	N/A
Is the Data Subject aware that sharing will take place?	N/A
Is the Data anonymised?	Yes
Purpose for sharing Data	National reporting, Commissioner service monitoring and internal Health Intelligence data analysing
Legal basis for sharing Data	Contract
Benefit(s) of sharing Data	Assessing key target achievements both Nationally and Locally, ensuring high quality of service being delivered, identifying any risks and issues
Risk factors involved with sharing Data	None
Desired outcomes from sharing Data	Service management and improvement
Limits and/or restrictions on sharing	Reports shared with commissioners only and saved on restricted access drive
Is Protective marking/Classification relevant to this Data	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	If "Yes" to what level:
	1. Top Secret <input type="checkbox"/>
	2. Secret <input type="checkbox"/>
	3. Confidential <input type="checkbox"/>

DATA PROTECTION SCHEDULE

PART 2 – DATA PROCESSING

“NOT USED”

APPENDIX O

FREEDOM OF INFORMATION SCHEDULE

IMPORTANT NOTICE TO ALL PROVIDERS TO THE COMMISSIONER

1. The Commissioner is a public authority within the meaning of the [Freedom of Information Act 2000](#)² and/or any other legislation requiring disclosure of information such as without limitation the [Environmental Information Regulations 2004](#)³ and associated codes of practice (for the purposes of this document the “FOI Legislation”) and therefore any requests for information held by the Commissioner or another person on the Commissioner’s behalf (for example a Provider) must be dealt with in accordance with the FOI Legislation.
2. As part of its duties and responsibilities under the FOI Legislation the Commissioner may be required to disclose information relating to any contract with any supplier or partner, to any person making a request. It may also publish some of that information in its Publication Scheme under the FOI Legislation.
3. If any information provided to the Commissioner contains trade secrets or is considered by the Provider genuinely to be commercially sensitive it should be stated explicitly (see the **Freedom of Information Schedule** below). In such cases any request for disclosure of the relevant material will be examined in the light of the exemptions contained in the FOI Legislation and public interest test and genuinely confidential information that is explicitly stated to be so that is exempt from disclosure will not be disclosed. The Tenderer will be consulted before disclosure of any information expressly stated by the Tenderer to be confidential is made, unless the Commissioner has made it clear in advance that this type of information would be disclosed.
4. The Commissioner will **NOT** accept information on terms that purport to prevent any possible future disclosure of information in compliance with the law. For instance the Commissioner cannot accept restriction of disclosure where the information supplied is not genuinely commercially sensitive or confidential in nature.
5. The Commissioner reserves the right to disclose details of the Contract or procurement process (for example, name of successful Tenderer and overall Contract price) and will **NOT** be liable for loss or damage Providers may suffer from the Commissioner’s disclosure of information in accordance with FOI Legislation.

² <http://www.legislation.gov.uk/ukpga/2000/36/section/8>

³ http://www.legislation.gov.uk/uksi/2004/3391/pdfs/uksi_20043391_en.pdf

[BLANK TABLE TO BE COMPLETED BY THE PROVIDER]

		INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/COMMERCIALY SENSITIVE UNDER THE FREEDOM OF INFORMATION ACT 2000, etc.
1	Document Submitted	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]
2	Section/Paragraph of document	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]
3	Specify the information/wording considered to be confidential/commercially sensitive	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]
4	Reasons/justifications for information being confidential/commercially sensitive	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]
5	Timescale which information under (3) shall be confidential	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]
6	Specify Exemption Confidential or Commercially Sensitive	[BLANK TABLE TO BE COMPLETED BY THE PROVIDER AS PART OF THEIR TENDER/APPLICATION]