

LOCAL COMMISSIONED SERVICE AGREEMENT TO ENABLE COMMUNITY PROVIDERS IN KIRKLEES TO SUPPLY NICOTINE REPLACEMENT THERAPY (NRT) TO CLIENTS RECEIVING SMOKING CESSATION

PREPARED BY: Kirklees Public Health on behalf of the
Council of the Borough of Kirklees

FIRST ISSUED: 1st April 2022

TO BE REVIEWED: 31st March 2025

ISSUED TO: Community Pharmacists in the Kirklees
District

**PROVISION OF NICOTINE REPLACEMENT THERAPY (NRT) BY COMMUNITY PHARMACISTS FOR
KIRKLEES PATIENTS**

AGREEMENT FOR THE PROVISION OF SERVICES

This **Agreement** is made with effect from **1st April 2022** (the “**Effective Date**”)

BETWEEN: Kirklees Public Health on behalf of the Council of the Borough of Kirklees
(the “**Commissioner**”)

AND Community Pharmacists in the Kirklees District ((the “**Provider**”)

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

Term: This Agreement will commence **1st April 2022** and will continue until **31st March 2025** unless extended by the Commissioner on giving the Provider not less than three months written notice prior to 31st March 2025 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**

Name: _____

Title: _____

Signature: _____

Signed on behalf of **Provider**

Name: _____

Title: _____

Signature: _____

Pharmacy Name and Address:

Nicotine Replacement Therapy (NRT) Supply Service by Community Pharmacists

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.

Nicotine Replacement Therapy may be provided to clients undertaking Smoking Cessation by suitably trained and accredited Smoking Cessation Advisors working within the Council of the Borough of Kirklees.

Name of Contractor: _____

From: _____ **To:** _____

Wishes to provide Nicotine Replacement Therapy in accordance with the terms of the contract from the following community pharmacy premises.

Pharmacy Name and Address:

(If available) E-mail: _____

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.

Name: _____

Title/Position: _____

Signed on behalf of the contractor:

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

Date: _____

On behalf
of: Kirklees Public Health
Signature: _____
Date _____

A copy of this agreement will be returned to the contractor for their records

Please return this Locally Commissioned Service Agreement to: Kirklees Council, Public Health, PO Box 1720, Huddersfield, HD1 9EL or via email to publichealthcommissioning@kirklees.gov.uk

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 as nominated by the Commissioners.

“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.
- 1.3 The headings in this Agreement shall not affect its interpretation.
- 1.4 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 thirty (30) calendar days of receipt of a valid monitoring form by no later than ten (10) working days after the final day of the preceding month ("the Due Date"). This form must be submitted by the Provider in accordance with Schedule 2 hereof.

The Commissioner shall not be liable for any charges made following this ten (10) day period. Any claims made beyond this period shall be paid at the Commissioners discretion.

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 three (3) months notice of termination.
- 7.2 Subject to both Parties compliance with clause 15 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 thirty (30) 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 17 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:
- 8.5.1 already in the public domain other than through default of the Receiving Party;
 - 8.5.2 already in the Receiving Party's possession with no obligation of confidentiality; or
 - 8.5.3 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 12.3, 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 ten million pounds (£10,000,000) in respect of any one event or connected series of events; and
 - 9.2.2 public liability in a minimum sum of ten million pounds (£10,000,000) 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 sixty (60) days either Party shall have the right to terminate the Agreement upon giving fourteen (14) 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: Azariah Jenney (Health Improvement Practitioner- Advanced)
Address: Kirklees Council, Public Health, PO Box 1720, Huddersfield, HD1 9EL
Tel: 01484 221000
email: azariah.jenney@kirklees.gov.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:
- 12.3.1 entry to the Providers premises at any reasonable time for the purpose of inspecting the provision of the Services; and
 - 12.3.2 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 NOTICES

- 13.1 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:-
- 13.1.1 by hand; or
 - 13.1.2 by first class post; or
 - 13.1.3 by registered post; or
 - 13.1.4 by 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.

13.2 Any notice or other document shall be deemed to have been received by the addressee two (2) 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.

14 GENERAL

14.1 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.

14.2 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.

14.3 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.

14.4 The termination of this Agreement for any reason shall not affect 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.

14.5 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.

- 14.6 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.

15 REMEDIES FOR NON PERFORMANCE

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

15.1.1 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.

15.1.2 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.

- 15.2 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 16 or to termination of the Agreement in accordance with clause 7.2.

16 DISPUTE RESOLUTION PROCEDURE

- 16.1 Where a Party under clause 15.2 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:

16.1.1 is a director or person of equivalent status with a Party, and

16.1.2 has had no direct day to day involvement in the relevant matter to settle the Dispute.

- 16.2 If the Parties are unable to settle any Dispute by negotiation under clause 16.1 within (thirty) 30 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.

- 16.3 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.

- 16.4 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 16, continue to carry out their obligations in accordance with this Agreement.

17 APPLICABLE LAW

- 17.1 This Agreement shall be governed and construed according to English Law.
- 17.2 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.

18 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.

19 SAFEGUARDING (CHILDREN AND ADULTS IN VULNERABLE CIRCUMSTANCES)

- 19.1 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.
- 19.2 At the reasonable written request of the Authority, the Provider shall provide evidence to the Authority that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.
- 19.3 If requested by the Authority, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators.

20 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.

21 FREEDOM OF INFORMATION ACT

- 21.1 The Commissioner is a public authority within the meaning of the Freedom of Information Act 2000 and/or any other legislation requiring disclosure of information such as without limitation

the Environmental Information Regulations 2004 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.

- 21.2 As part of its duties and responsibilities under the FOI Legislation the Commissioner may be required to disclose information relating to any Tender or 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.
- 21.3 If any information provided to the Commissioner contains trade secrets or is considered by the Tenderer genuinely to be commercially sensitive it should be stated explicitly (see the Freedom of Information Schedule in Schedule 3). 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.
- 21.4 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.
- 21.5 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 Tenderers may suffer from the Commissioner’s disclosure of information in accordance with FOI Legislation..
- 21.6 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.

22 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.

23 COUNTER FRAUD AND SECURITY MANAGEMENT

- 23.1 The Provider must put in place and maintain appropriate arrangements to address security management and counter-fraud issues, having regard to NHS Protect Standards.
- 23.2 The Provider (if it holds Monitor's Licence or is an NHS Trust) must take the necessary action to meet NHS Protect Standards.
- 23.3 The Provider must allow a person duly authorised to act on behalf of NHS Protect or on behalf of any Commissioner to review security management and counter-fraud arrangements put in place by the Provider. The Provider must implement any reasonable modifications to those arrangements required by that person in order to meet the appropriate standards.
- 23.4 The Provider must, on becoming aware of any suspected or actual bribery, corruption or fraud, security incident or security breach involving Staff, a Service User or public funds, promptly report the matter to the Commissioner, Local Counter Fraud Specialist of the relevant NHS Body and to NHS Protect.

24 SERIOUS UNTOWARD INCIDENT AND PATIENT SAFETY INCIDENT REPORTING

- 24.1 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.
- 24.2 The Parties shall comply with:
 - 24.2.1 the arrangements for notification and investigation of Serious Untoward Incidents; and
 - 24.2.2 the procedures for implementing and sharing Lessons Learned in relation to Serious Untoward Incidents, that are agreed between the parties.
- 24.3 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.

25 EQUITY OF ACCESS, EQUALITY, HUMAN RIGHTS AND NO DISCRIMINATION

- 25.1 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.
- 25.2 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).
- 25.3 The Provider shall have due regard in its performance of this Agreement to the need contemplated by the Equality Act 2010 to:
 - 25.3.1 eliminate unlawful discrimination and harassment;
 - 25.3.2 promote equality of opportunity;
 - 25.3.3 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;
 - 25.3.4 promote positive attitudes towards persons who have a protected characteristic under the Equality Act 2010.

Schedule 1 – The Services

1 INTRODUCTION

The aim of this service is to increase the availability of Nicotine Replacement Therapy (NRT) via a voucher scheme, free of charge to all clients registered with an NHS Kirklees/CCG GP who are undertaking Smoking Cessation, through community pharmacies in Kirklees. It is designed to provide greater access and choice for patients.

Kirklees Council are seeking to procure the bespoke confidential record system, Quit Manager. Once this has been implemented, it is expected that all providers will use QuitManager to monitor and dispense NRT as part of the service. QuitManager will provide efficiencies within the service as it will automatically run reports to commissioners on numbers of products dispensed for payment.

All Providers signed up to deliver the service will be given their own unique log in to QuitManager via an URL and comply to all data protection laws.

Stop Smoking Advisors will use QuitManager to send the client a unique voucher number via SMS text message for dispensing their NRT medications. The Client will present the pharmacy a NRT voucher code number via SMS text message. The pharmacy will enter the voucher code into their QuitManager and dispense the appropriate medication as detailed on the screen.

All training on QuitManager will be provided free by Kirklees Council at a convenient time for the Provider.

Until implementation of QuitManager (expected July 2022) the current system of monitoring forms detailed within Appendix A and Appendix B will continue for monitoring and payment as an interim.

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, within reason, described on the Vouchers for supply to suitable patients.

- Client will present a voucher at the pharmacy issued by trained and accredited Smoking Cessation Advisors.
- NRT products will be supplied free of charge to all clients
- Vouchers are valid for twenty (28) days from the date of issue.
- All NRT products supplied are to be labelled in accordance with the Medicines for Human Use Regulations 1994, the Medicines (labelling) Regulations 1976 and European Directives.
- Maintain Patient Medication Records (PMR) of all supplies made through this scheme.
- 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) Public Health Kirklees must be notified and the reason why the service cannot be provided.
- Record activity in an auditable manner and in a way specified by Public Health Kirklees, using the provided monitoring forms (Appendix A).
- Submit the required monitoring form or reporting data through QuitManager (full training will be provided) will be no later than 10 working days following the final date of the month (Schedule 2)
- Participate in any Public Health Kirklees initiatives to promote the service.
- The supplying pharmacist will be responsible for clinical care of the client relating to the supply of NRT.
- 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. 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 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>.

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 Kirklees 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 Public Health Kirklees, who reserve the right of directly investigating any complaint (as per the delivery of Essential Services)
- Failure to complete all mandatory fields within the provided monitoring forms or by using QuitManager 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
 - Changes to the level or quality of the service will not be introduced without prior agreement from Public Health Kirklees. 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).

Appendix A – Monitoring sheet

PROVISION OF NICOTINE REPLACEMENT THERAPY (NRT) BY COMMUNITY PHARMACISTS FOR KIRKLEES PATIENTS

INVOICE FROM

Pharmacy Name: _____

Address _____

HOW TO PAY		REFERENCE	
Account Number:	_____	Invoice Number:	_____
Sort Code:	_____	Invoice Date:	_____
Account Name:	_____	<i>Internal Use;</i> PO Number: _____	
Bank Name:	_____		
Bank Address:	_____ _____		

Month: _____

Completed By: _____

Date: _____

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

Email: publichealthcommissioning@kirklees.gov.uk

Invoices and monitoring forms should be received no later than 10 working days following the final day of each month.

PLEASE NOTE: Invoices without relevant monitoring forms or incomplete forms will cause delay in payment. Please ensure ALL forms are sent together

Monitoring Data

Month	
Pharmacy	

[illegible]

Schedule 2 – Service Fee

REMUNERATION

The contract payment for the service is for the provision of Nicotine Replacement Therapy via voucher, to all patients registered with a Kirklees GP. Supply should only be made where the voucher states Public Health Kirklees.

The new fee schedule shall apply for this service as at 1st April 2022. This applies to any quit dates on or after 1st April 2022

NICOTINE REPLACEMENT THERAPY

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

PAYMENT

The Provider shall supply the Commissioner with the monitoring form (Appendix A of Schedule 1) no later than ten (10) working days following the final day of the initial month of the service (ie. 30th April 2022). Subsequently the provider will provide a monitoring form for the following months no later than ten (10) working days following to the final day of all months thereafter.

The Commissioner reserves the right to request any breakdown of spending on Staffing, prescription / treatment costs, rent and any other reasonable request in addition to the Provider's invoice.

The Provider shall be under a general obligation to provide value for money on the expenditure of all funds which derive from the Commissioner and to work with the Commissioner to demonstrate value for money.

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

All monitoring forms supplied in accordance with Appendix A of Schedule 1 shall be verified within seven (7) days of receipt, and then payment will be made within thirty (30) calendar days of receipt of a valid invoice to which no genuine dispute exists.

Schedule 3 - Freedom of Information Schedule

Please refer to Clause 21 for full information.

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