

| DATED XXXXXXXXXXXX

(1) Central Health Solutions Ltd

(2) Pharmacy Contractor

SERVICE LEVEL AGREEMENT – STOP SMOKING SERVICE

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**THIS AGREEMENT** is made the 1<sup>st</sup> April day of 2018 for an initial period of 12 months.

**BETWEEN:**

- (1) Central Health Solutions Ltd a company registered in England and Wales under number 10853992 whose registered office is Park View House, 114 Main Street, Dickens Heath, Solihull, West Midlands, B90 1UA ("the Client") and
- (2) **Pharmacy Contractor details** ("the Service Provider")

**WHEREAS:**

- (1) Central Health Solutions Ltd have entered into an agreement with Ice Creates Ltd to provide a stop smoking service in Coventry. Central Health wish to engage Pharmacy Contractors in Coventry to provide the stop smoking service to clients
- (2) Central Health Solutions Ltd wishes to engage the Pharmacy Contractor to provide the Services detailed in Schedule 1, subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Pharmacy Contractor has agreed to accept such engagement and shall provide the Services to Central Health Solutions Ltd, subject to, and in accordance with, the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business Day"</b>	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business;
<b>"Pharmacy Contractor Representative"</b>	means <<insert name and position>> who shall be responsible for liaising with the Central Health Representative or such other person who the Pharmacy Contractor may from time to time nominate;
<b>"Pharmacy Contractor Management Representative"</b>	Means insert name and position who shall be responsible for liaising with the Central Health Director or such other person who the Pharmacy Contractor may from time to time nominate;
<b>"Commencement Date"</b>	means the date on which this Agreement comes into force

<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Fees”</b>	means the fees payable by Central Health to the Pharmacy Contractor
<b>“Intellectual Property Rights”</b>	means any and all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
<b>“Performance Report”</b>	means a report detailing the performance of the Pharmacy Contractor in relation to the agreed number of 4 week quits
<b>“Central Health Representative”</b>	means the Central Health Solutions Ltd lead who shall be responsible for liaising with the Pharmacy Contractor Representative or such other person who Central Health may from time to time nominate;
<b>“Central Health’s Management Representative”</b>	means the Central Health Solutions Ltd Director who shall be responsible for liaising with the Pharmacy Contractor’s Management Representative or such other person who Central Health may from time to time nominate;
<b>“Term”</b>	means the term of this Agreement as set out in Clause 2.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to this Agreement; and
  - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

## **2. Term of Agreement**

2.1 This Agreement will come into force on the Commencement Date of 1<sup>st</sup> April 2018 and shall continue in force for an initial Term of 1 year from that date, subject to the provisions of Clauses 7 and 11.

2.2 Subject to the Agreement Review provisions of Clause 7, the Term of this Agreement may be renewed for further periods of 1 year (which shall thereafter be defined as part of the Term).

## **3. Pharmacy Contractor's Obligations**

3.1 The Pharmacy Contractor shall render the Services to clients in accordance with Schedule 1 including assessing smoking status, providing behavioural support and providing nicotine replacement therapy or varenicline as appropriate.

3.2 The Pharmacy Contractor shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

3.3 The Pharmacy Contractor shall agree with Central Health a target number of 4 week quits to be completed before 31.3.19. Progress towards this number will be reviewed quarterly by Central Health and the Pharmacy Contractor and where the pro rata number of 4 week quits differs from the original number by + or – 25% or more, a revised figure will be agreed

3.4 The Pharmacy Contractor shall ensure at least 85% of 4 week quits are verified with a carbon monoxide reading of less than 10 parts per million

3.5 The Pharmacy Contractor shall continue to support the client to remain smoke free after 12 weeks and will check in with the client after 12 months and record and report their smoking status

3.6 The Pharmacy Contractor shall provide Central Health with accurate, complete information submitted on PharmPerform and Quit Manager before 12 noon on the second working day of the month after the services were provided

3.7 The Pharmacy Contractor shall refer clients into the healthy lifestyle service for lifestyle support

## **4. Central Health's Obligations**

4.1 Central Health will provide the Pharmacy Contractor with a performance report each month. The performance report will show the number of 4 week quits achieved compared to the agreed number and the % verified by carbon monoxide readings of less than 10 parts per million.

4.2 Central Health shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

4.3 Central Health shall agree with the Pharmacy Contractor a target number of 4 week

quits to be completed before 31.3.19

- 4.4 Central Health will pay the Pharmacy Contractor in accordance with the fees shown in Schedule 2

**5. Fees, Payment and Records**

- 5.1 Central Health shall pay the Fees to the Pharmacy Contractor in accordance with the provisions of Schedule 2 as consideration for the Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.
- 5.2 Central Health will make payments to Pharmacy Contractors within 30 days of the claim being received, providing all data is supported by accurate entries on Quit Manager and PharmPerform.
- 5.3 Each Party shall:
- 5.3.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated;
- 5.3.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them; and

**6. Provision of the Services**

The Pharmacy Contractor will be expected to:

- 6.1 Take responsibility for all Health and Safety on their premises, of staff and clients.
- 6.2 Report Incidents, accidents, near misses, complaints and compliments relating to the delivery of the services detailed in Schedule 1, in a timely manner which reflects the severity of the content to report.
- 6.3 Be aware of equality matters and ensure that the service is accessible to all potential clients including wheelchair users, those in need of interpreters, those with special needs by offering alternative intervention types accordingly. eg telephone consultations
- 6.4 Follow Central Health Solutions Ltd pathways and guidance for safeguarding. They must also have sound internal policies and procedures for safeguarding vulnerable adults and children. To have a detailed knowledge of the local safeguarding board and their policies and guidance, and to implement these.
- 6.5 Have a completed IG toolkit review which is at the specified Nationally required level
- 6.6 Follow all guidelines given to minimise infection risk
- 6.7 Take appropriate care of the CO monitor including the required recalibrations and infection control
- 6.8 Comply with all data protection requirements
- 6.9 Provide NRT and varenicline only in line with the service specification
- 6.10 Ensure that staff working on their behalf are appropriately indemnified and will ensure that they have appropriate public liability insurance
- 6.11 Take account of holiday and sickness cover to allow for continuity of service for patients who have commenced a programme of care
- 6.12 Not assign any part of the service delivery to a third party

- 6.13 Have a good understanding of Health Literacy and consider it when interacting with clients
- 6.14 Provide details of DBS checks for all staff involved in delivering the service

## **7. Service and Agreement Monitoring**

- 7.1 The Pharmacy Contractor shall complete all required information onto PharmPerform and QuitManager in a timely manner and will submit the required reports to Central Health by 12 noon on the second working day of the month following the month the activity occurred.

## **8. Performance Management and Monitoring**

- 8.1 The Pharmacy Contractor will aim to complete the agreed number of 4 week quits each year and will work with the Central Health representative to achieve this.
- 8.2 Central Health will provide a performance summary report each month to all participating Pharmacy Contractors.
- 8.3 If the Pharmacy Contractor is delivering + or – 25% of the agreed 4 week quits after the first 6 months, the Central Health Director will discuss with the Pharmacy and agree an amended agreed number of 4 week quits.
- 8.4 The Pharmacy Contractor will ensure at least 85% of 4 week quits are supported by an carbon monoxide reading of 10 parts per million or less

## **9. Confidentiality**

- 9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 5 years after its termination:
    - 9.1.1 keep confidential all Confidential Information relating to the provision of the services detailed in this SLA;
    - 9.1.2 not disclose any Confidential Information to any other party;
    - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
    - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
    - 9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.
  - 9.2 Either Party may:
    - 9.2.1 disclose any Confidential Information to:
      - 9.2.1.1 Participating Pharmacy Contractors, Central Health Solutions Ltd or Ice Creates Ltd.
      - 9.2.1.2 any governmental or other authority or regulatory body;
- to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any

such body under sub-Clause 9.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

## **10. Information Governance – General Responsibilities**

10.1 The Pharmacy Contractor shall acknowledge and complete its obligations with respect to the provision of the services detailed in this SLA arising under Freedom Of Information Act (FOIA), Data Protection Act (DPA), General Data Protection Regulation (GDPR – from 25 May 2018) and the Environmental Information Regulations (EIR), and under the common law duty of confidentiality, and must assist Central Health Solutions Ltd as necessary to enable each other to comply with these obligations.

10.2 The Pharmacy Contractor must fulfil its contractual obligations around Information Governance and confirm completion to Central Health Solutions Ltd

10.3 Central Health Solutions Ltd will nominate an Information Governance Lead and a Caldicott Guardian and Senior Information Risk Officer and provide the Pharmacy Contractor with their contact details

10.4 The Pharmacy Contractor must notify the Central Health Solutions Ltd Information Governance Lead about any Data Breach and any Information Governance Breach in accordance with IG Guidance for Serious Incidents.

10.5 The parties shall acknowledge that

10.5.1 In relation to Personal Data processed for the purpose of delivering the Services the Pharmacy Contractor will be the Data Controller

10.5.2 In relation to Personal Data, the processing of which is required by a Commissioner for the purposes of quality assurance, performance management and contract management, that Central Health Solutions Ltd and the Pharmacy Contractor will be joint Data Controllers.

10.6 The Pharmacy Contractor must ensure that all Personal Data processed by the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under the DPA

10.7 The Pharmacy Contractor must allow rights of audit and inspection to Central Health Solutions Ltd and Ice Creates Ltd only in respect of relevant data handling systems used in the provision of the services detailed in this SLA

10.8 The Pharmacy Contractor as a Data Processor must process relevant Personal Data only to the extent necessary to perform its obligations under this SLA

10.9 The Pharmacy Contractor as a Data Processor must take appropriate technical and

organisational measures against any unauthorised or unlawful processing of that Personal Data, and against the accidental loss or destruction or damage to such Personal Data

- 10.10 The Pharmacy Contractor as a Data Processor must take reasonable steps to ensure the reliability of Staff who will have access to Personal Data and ensure that those Staff are aware of and trained in relevant policies and procedures
- 10.11 The Pharmacy Contractor as a Data Processor must not cause or allow Personal Data to be transferred outside the European Economic Area without the prior consent of Central Health Solutions Ltd.

## **11. Termination**

- 11.1 Either Party may terminate this Agreement by giving to the other not less than 3 months written notice, to expire on or at any time after the initial 6 months.

## **12. Post-Termination**

Upon the termination of this Agreement for any reason:

- 12.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
- 12.2 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 12.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 12.4 subject as provided in this Clause 12, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 12.5 each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of this Agreement; and
- 12.6 each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## **13. Liability and Indemnity**

- 13.1 The Pharmacy Contractor shall indemnify and hold harmless Central Health Solutions Ltd, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Service Provider or any persons for which the Service Provider is otherwise legally liable.



- 13.2 Central Health Solutions Ltd shall indemnify and hold harmless the Pharmacy Contractor, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Client of its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the client is otherwise legally liable.
- 13.3 Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:
- 13.3.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or
- 13.3.2 any special indirect or consequential loss howsoever arising.
- 13.3.3 For the purposes of sub-Clause 13.3.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the Services provided by the Service Provider under this Agreement.

#### **14. Force Majeure**

- 14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 14.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 90 days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

#### **15. Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

#### **16. Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

#### **17. Time**

- 17.1 The Parties agree that all times and dates referred to in this Agreement shall be of

the essence of this Agreement.

## **18. Notices**

- 18.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 18.2 Notices shall be deemed to have been duly given:
  - 18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 18.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 18.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## **19. Entire Agreement**

- 19.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 19.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **20. Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

## **21. Law and Jurisdiction**

- 21.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2 Subject to the provisions of Clause 28, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

SIGNED by

Name and title of person signing on behalf of the Pharmacy Contractor  
for and on behalf of name and address of community pharmacy including ODS code

In the presence of

<<Name & Address of Witness>>

SIGNED by

Jackie Buxton, Director for and on behalf of Central Health Solutions Ltd

In the presence of

<<Name & Address of Witness>>

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## SCHEDULE 1

### Services

The integrated healthy lifestyles service will provide advice and behavioural support to clients and patients living and working in Coventry to make positive changes to their lifestyles covering: NHS Health Checks, stop smoking, weight management, alcohol reduction and physical activity.

Participating community pharmacies will be aware of the new service offering and will refer clients in to service to receive holistic support across the integrated pathways.

Referrals can be made by telephone, email using secure nhs.net mail accounts or via the embedded online referral form available on the service website.

To encourage Pharmacies to refer clients/patients in to the new integrated service, ICE Creates, there will be a six month pilot whereby participating Pharmacies will be paid £3.00 per successful client referral into the healthy lifestyle service for lifestyle support. A successful client referral is one where the client joins the service and starts a behavioural journey with a lifestyles coach.

The Pharmacy Contractor will ensure that all clients accessing the stop smoking support within Pharmacy are encouraged to sign up to the healthy lifestyle service dedicated online portal: Best You to create an account to support their quit journey and receive peer support and opportunities to manage and track wider healthy lifestyles support.

In relation to any stop smoking support, the Pharmacy Contractor will deliver intensive psycho-social behavioural support and accompanying pharmacotherapy.

In relation to smoking cessation interventions, as a minimum, the Pharmacy Contractor will:

- Assess nicotine dependence
- Provide behavioural support. Behavioural support consists of advice, discussion and exercises provided face-to-face (individually or in groups) or by telephone. It aims to make a quit attempt successful by setting a quit date, 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 and giving advice to change routine
- Provide pharmacotherapy. Pharmacotherapy increases the success of quit attempts. Medications have a range of contraindications and cautions that will be taken into account before being recommended to a client. The decision to use any medications must depend on client preference and prior consideration of its contraindications and cautions.
- Establish ongoing smoking status. The provider will assess progress of service users accessing smoking cessation support, as a minimum, after 4 weeks (between 25 and 42 days after the agreed quit date) and 12 weeks (between 75 and 105 days after the agreed quit date). As self-reported smoking status can be unreliable, CO verification rates are an important marker of data quality and CO testing will be carried out, wherever possible, on all adult smokers. At least 85% of successful quits will be verified via CO testing. Service Users with a CO reading of less than 10ppm (parts per million) at 4 and 12 weeks can be regarded as successfully quit. The provider will monitor individuals for a minimum of a 12 month period after accessing the service. The methods used to obtain any self-reporting of smoking status is set out in the Russell Standards ([http://www.scsrn.org/clinical\\_tools/russell\\_standard\\_clinical.pdf](http://www.scsrn.org/clinical_tools/russell_standard_clinical.pdf)). Service Users will be asked the question "Have you smoked at all in the last 2

weeks?" Service Users' responses will be coded into one of the following categories:

- "No, not even a puff"
- "Yes, just a few puffs"
- "Yes, between one and five cigarettes"
- "Yes, more than 5 cigarettes"

Only those responding 'No, not even a puff.' will be classified as successful quitters

The below table summarises the methods which must and must not be provided by the service. This is provided to demonstrate broad parameters of any smoking cessation intervention. The service provider is expected to offer additional service components as required.

	<b>Assessing nicotine dependence</b>	<b>Behavioural support</b>	<b>Pharmacotherapy</b>	<b>Establishing smoking status</b>
The service must provide:	At least one of: <ul style="list-style-type: none"> <li>Quantitative approach (e.g. Fagerström test for nicotine dependence)</li> <li>Heaviness of smoking index</li> <li>Objective approach</li> </ul>	All of: <ul style="list-style-type: none"> <li>One to one support</li> <li>Closed group support</li> <li>Proactive telephone outreach</li> </ul>	All of: <ul style="list-style-type: none"> <li>NRT products (patch, gum, nasal spray, mouth spray, inhalator, lozenge, microtab)</li> <li>Combination therapy (NRT)</li> <li>Varenicline</li> <li>Bupropion</li> </ul>	At least one of: <ul style="list-style-type: none"> <li>Carbon monoxide</li> <li>Cotinine</li> </ul>
The service must not provide:		All of: <ul style="list-style-type: none"> <li>Allen Carr method</li> <li>Hypnosis</li> <li>Acupuncture, acupressure, laser therapy and electro-stimulation</li> </ul>	All of: <ul style="list-style-type: none"> <li>Anxiolytics</li> <li>Nicobrevin</li> <li>NicoBloc</li> <li>St John's Wart</li> <li>Glucose</li> <li>Lobeline</li> <li>E-cigarettes</li> </ul>	

The service provider will deliver full activity and outcome data suitable for successful reporting to the Dept of Health quarterly report 10 days prior to final deadline published by NHS Digital (see further information about NHS Stop Smoking Service data collection at <http://content.digital.nhs.uk/stopsmoking>)

Stop smoking services and interventions	PH1 – Brief interventions and referral for smoking cessation PH10 – Smoking cessation services PH39 – Smokeless tobacco cessation PH45 – Tobacco Harm reduction PH48 – Smoking cessation in secondary care NICE QS 43 Smoking cessation: supporting people to stop
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	<p>smoking</p> <p>NICE QS 82 (2015) Smoking: reducing tobacco use</p> <p>NICE TA123 (2007) Varenicline for Smoking Cessation Guidance</p> <p>Local Stop Smoking Services: Service and Delivery Guidance, 2014</p>

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## SCHEDULE 2

### Fees and Payment to Pharmacy Contractors

The fees will be calculated by Central Health in accordance with the following performance being achieved by the Pharmacy Contractor. Fees will be paid monthly and will be calculated as:

- £3 per client setting a quit date
- £65 per client achieving a carbon monoxide verified 4 week quit
- £22.50 per client achieving a 12 week quit
- £3 per redeemed NRT voucher
- £7.50 per initial consultation and supply of Champix (via PGD)
- £3 per subsequent supply of Champix (via PGD and up to a maximum of 6 follow up Champix supplies per client)
- reimbursement for all pharmacotherapy products (nicotine replacement therapy and varenicline) at Chemist and Druggist prices (with required VAT rate)
- £3 per successful client referral into the healthy lifestyle service for lifestyle support. A successful client referral is one where the client joins the service and starts a behavioural journey with a lifestyles coach
- Payment validated from accurate data entry on Quit Manager and PharmPerform

An administration charge of £3 per month will be applied per pharmacy premise for all Pharmacy Contractors who are not Central Health members

### Training

Staff providing this service must complete smoking cessation training. NCSCCT Level 1 and Level 2 online assessments will be completed as well as a face-to-face training session by a competent recognised trainer/organisation.

Staff providing this service must also maintain and demonstrate competence in:

- Safeguarding
- Data protection, record keeping and information security
- Health and safety, including lone working, moving and handling and fire safety
- Equality and diversity
- Mental health awareness.

Staff providing this service must have a valid Disclose and Barring Service (DBS) check

### Equipment

Pharmacies will initially be provided with a consumable starter pack consisting of 125 mouth pieces and 6 D pieces.

It is the responsibility of the Pharmacy to replace consumables where required. IceCreates will offer further consumables to Pharmacy Contractors at cost price.

All pharmacies already providing the smoking cessation service have a carbon monoxide monitor. Central Health members who were not previously providing the service will be provided one free of charge. All future replacement carbon monoxide monitors are the responsibility of the pharmacy contractor.

Clients who set a 4 week quit date in March 2018 as part of the previous service and will therefore reach 4 week quits during April 2018 must be clearly identified as 'transition'

clients. Central Health will reimburse Pharmacy Contractors pro rata for the 4 week quit (the part of the quit provided to the client before 1.4.18 will be reimbursed by the previous commissioner)

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### SCHEDULE 3

#### Service Levels and performance

Measure	Threshold	Reported
Number of stop smoking quits: <ul style="list-style-type: none"> <li>• 4 week quits</li> <li>• 12 week quits</li> </ul>	xx - 4 week quits  xx - 12 week quits ( 50%)	Monthly
Number and percentage of 4 week stop smoking quits verified by CO monitoring	>85%	Monthly
Client and stakeholder feedback	>85%	Quarterly
Details of any complaints with evidence of learning and action taken	N/A	Monthly
Details of any health and safety incidents and serious incidents with evidence of learning and action taken	N/A	Monthly
Details of any data breaches or potential data breaches	N/A	Immediately
Details of training records	N/A	Annually