

APPENDIX A

SERVICE SPECIFICATIONS

Service Specification No.	PPHES14/15 - 1
Service	Stop Smoking Service
Authority Lead	Gail Addison
Provider Lead	
Period	1 st April 2014 31 st March 2017
Date of Review	

1. Population Needs

1.1 National/local context and evidence base

Smoking is the UK's single greatest cause of preventable illness and early death, contributing to a wide range of illness, including various cancers, respiratory diseases and heart disease. Smoking is both a cause and a consequence of health inequalities, with prevalence higher in more deprived communities, routine and manual groups and some BME communities.

Smoking quitters is a key Public Health target; contributing to several indicators in the Public Health outcomes framework and is reflected locally within Milton Keynes Clinical Commissioning Group and Milton Keynes Health and Wellbeing Strategy.

In Milton Keynes around 18% of the adult population smokes with a greater proportion coming from the more disadvantaged areas. Greater accessibility provided through flexibility of venues and opening hours will assist Milton Keynes Council to reach people in those areas for stop smoking interventions.

2. Key Service Outcomes

2.1 Insert any locally agreed outcomes and quality requirements which are NOT Quality Outcomes Indicators which should be set out in Appendix C (*Quality Outcomes Indicators*)

The provider has a duty to ensure that staff involved in the provision of the service has the relevant training, knowledge and skills.

The Advisor will be trained to level 2 status in the operation of the service and the training must remain up to date through attendance of a minimum of one annual update training session per Level 2 Advisor.

Milton Keynes Council will arrange at least one training session per year to promote service development and update the knowledge of practice/provider staff.

The provider and the Stop Smoking Lead will ensure the quality of the service is maintained. The quality or performance of the service must not fall below a quit rate of 30% in a given quarter. The Stop Smoking Lead will inform providers where this is the case and an agreed course of action will be implemented to improve performance.

The provider will keep all relevant records for a minimum of 2 years, to allow for possible audit.

Milton Keynes Council will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.

The provider will cooperate with Milton Keynes Council in any locally agreed assessment of service user experience.

3. Scope

3.1 Aims and objectives of service

The aims and objectives of this service are :

- To increase choice and improve access for smokers wishing to quit smoking.
- To improve access to and choice of stop smoking services, including access to pharmacotherapy.
- To assist in the delivery of the Public Health outcomes framework and local Health and Wellbeing Board priorities.
- To reduce smoking related illnesses and deaths by helping people to give up smoking.
- To improve the health of the population by reducing exposure to passive smoke.
- To help service users access additional treatment by offering referral to specialist services where appropriate.

3.2 Service description/pathway

Service Outline

The Stop Smoking Level Two programme is one in which Providers will provide one to one support and advice to people who want to stop smoking. The programme will help to increase choice and improve access to Milton Keynes Stop Smoking Services.

Each provider will be responsible for the identification and recruitment of potential smoking quitters.

The Provider will provide one to one support and advice to the user and referral to specialist services if necessary.

The Provider will help facilitate access to, and where appropriate supply, appropriate stop smoking Nicotine Replacement Therapy (NRT) and other appropriate pharmacotherapy.

The part of the venue being used by the provider for provision of the programme provides a sufficient level of privacy and safety and meets other locally agreed criteria.

Access routes to this service will be:

- Provider referral as a result of promotion of smoking cessation and/or the provision of brief advise;
- direct referral by the individual; or
- referral by the Stop Smoking Service.

The provider will ensure that potential quitters have access to a stop smoking advisor as soon as possible and within 5 days of referral at maximum. It is the responsibility of the provider to develop capacity to facilitate timely access to clinics.

The Provider would have to confirm the eligibility of the person to access the service, based on local guidelines.

3.3 Service model

The *initial assessment* should include:

- an assessment of the person's readiness to make a quit attempt; and

- an assessment of the person's willingness to use appropriate treatments.

The *initial consultation* should:

- include a carbon monoxide (CO) test and an explanation of its use as a motivational aid;
- include a description of the effects of passive smoking on children and adults if appropriate;
- include an explanation of the benefits of quitting smoking;
- include a description of the main features of tobacco withdrawal symptoms and the common barriers to quitting;
- identify treatment options that have proven effectiveness;
- describe what a typical treatment programme might look like, its aims, length, how it works and its benefits;
- maximise commitment to the target quit date;
- apply appropriate behavioural support strategies to help the person quit; and
- conclude with an agreement on the chosen treatment pathway, ensuring the person understands the continuing support and monitoring arrangements.

Follow up consultations, in line with NICE guidelines, should be agreed with the service user and will include smoking status validation using a CO test. A further supply of treatment could be made at these consultations.

The *4-week follow up* should include self-reported smoking status, followed by a CO test for validation. The *4-week follow up* must take place 25-42 days after the quit date.

A successful quitter is defined as 'not smoking in the last 14 days of the 25-42 days following the agreed quit date.'

If contact with the service user is lost and the *4-week follow up* is not attended reasonable attempts should be made to contact the service user and provide an accurate outcome for the quit attempt on the Monitoring Form. Contact should be attempted during the 25-42 days after the quit date. If no definite outcome is obtained then the date contact was attempted must be entered into the 4 week follow up box on the Monitoring Form and the form submitted with 'lost to follow up' box ticked.

Medication

The Provider will facilitate access to, appropriate stop smoking Nicotine Replacement Therapy (NRT). Referrals for Champix or Zyban should be made through the service users GP on prescription.

Supply of NRT or other appropriate pharmacotherapy treatment, must be recorded on the Monitoring Form.

Information

People not wishing to initially engage or those who choose not to complete the programme may be offered appropriate health literature or referral to the Milton Keynes Stop Smoking Service.

The Provider should maintain appropriate records to ensure effective ongoing programme delivery and audit.

Milton Keynes Stop Smoking Service will provide guidelines for the recording and submission of relevant service information for the purposes of audit and the claiming of payment. Monitoring forms must be submitted on a monthly basis as per the Monthly GP Payment Schedule to the Stop Smoking or they may be ineligible for payment.

The Stop Smoking Service Specialist Advisor aligned to the Provider must be informed if trained staff leaves and arrangements made to ensure the continuation of support for the Provider's clients.

The Provider has the appropriate Stop Smoking Service relevant promotional material available for its service users.

The Provider reviews its standard operating procedures, referral pathways and outcomes for the programme on an annual basis in conjunction with the Stop Smoking Service Specialist aligned to the Provider.

NRT Voucher Scheme

Introduction

Milton Keynes Stop Smoking Service have produced a voucher sheet for clients to obtain NRT products directly from community pharmacies without the need to request prescriptions from their GPs. Printing of the voucher sheets is funded through smoking cessation monies. Voucher sheets may be issued by the Stop Smoking Specialist Advisors or Level 2 trained staff that has been accredited by Milton Keynes Stop Smoking Service.

Process for Level 2 Pharmacy based Advisors

The client and the Stop Smoking Advisor will discuss the best product for the client at the first appointment and give the dispensing pharmacist an indication of the products to be used. It will then be the pharmacist's responsibility to ensure the client receives the appropriate strength of product each week. Some clients may also wish to discuss with the pharmacist what the best product for them is before making a choice of which product to use.

If a client is on other medication and the level 2-trained advisor is unsure about issuing NRT, they should contact the Stop Smoking Service.

The responsibility of appropriate supply remains with the dispensing pharmacist. Prescription Only Medicines (POM) cannot be issued against these vouchers therefore if a client wishes to use Zyban or Champix, they must obtain a prescription from their GP which the advisor can raise using a recommendation for prescription letter provided by the Stop Smoking Service.

The fact that a patient has received a 12-week course of NRT must be recorded on the person's pharmacy medication record. Consideration should be given to communicating this information to the person's GP; however this should only be done with the clients consent.

Voucher sheets are given to the clients as follows:

- On week 1 they will receive a voucher sheet for two weeks of product, **but pharmacists must only issue 1 week at a time**. The client will leave the voucher sheet with the pharmacist and will return for the second weeks supply.
- On week 3 they will receive a voucher sheet for a further two weeks of product, exactly the same procedure will apply as above.
- On week 5 they will receive a voucher sheet for weeks 5, 6, 7 & 8 and on week 8 they will receive a final voucher for weeks 9, 10, 11 & 12. Again, they will leave these with the pharmacist and return each week for their supplies.

If clients are going on holiday, have limited mobility or it is deemed appropriate by the advisor, they are permitted to have more than one-week dispensed to them.

Paying or exempt clients:

- The voucher sheets are to be treated in the same manner as prescriptions.
- Original voucher sheets only may be accepted, do not accept photocopies.
- On the reverse of each voucher sheet will be a declaration, which the client will sign.
- If they normally pay prescription charges, the Pharmacist will charge them **one** prescription charge for each voucher sheet. So clients will pay one charge only on weeks **1, 3, 5 and 9**. In total therefore the client pays 4 charges for the 12 weeks course of treatment.
- The pharmacist must give the client the option of buying a product over the counter if this is more cost-effective and also recommend the purchase of a pre-payment certificate where appropriate.
- Products supplied should be labelled with patient name and "Take as directed".

The pharmacist will receive a dispensing fee for each week's supply of each product; in total they may be paid 12 fees for each product of the complete course if the client completes the

treatment.

Redemption of voucher sheets:

- Pharmacists must ensure that the voucher sheets are stored safely. They will be completed by the advisor with the client's name and address and the client will fill in their signed declaration (on reverse).
- Each voucher sheet can be for one, two or four weeks supply of product.
- Each time the pharmacist supplies a product, they must, in the pharmacy stamp box on the reverse of the voucher sheet, write on the product they have given and stamp it with their pharmacy stamp. Products must be supplied in complete packs.
- An invoice is to be sent to the smoking cessation team (contact details below) by the 15th of the month following supply of the product with a monthly record sheet and completed vouchers/ signed declaration forms.
- Payments are checked by the Stop Smoking Service and sent to finance for processing.
- Level 3 Smoking Advisors will be given a list of participating pharmacies and clients will have a choice of which pharmacy to use for redeeming their vouchers. They will be advised to use the same pharmacy for the full treatment course to allow continuity of service.

Remuneration:

Reimbursement payments of NRT will be made in accordance with the latest Drug Tariff or Chemist & Druggist prices for the product issued at the time it was issued plus VAT (at 5% for NRT products).

A standard **dispensing fee** will also be paid each time a voucher is dispensed. The dispensing fee is currently 90p per item/ per week; therefore the pharmacy will receive 90p per week for dispensing products against a voucher and a total of £10.80 per client if they collect one NRT product regularly for 12 weeks. If combination NRT is considered clinically appropriate, for each additional item dispensed 90p will be paid and up to an additional £10.80 per client can be claimed.

One **administration fee** of £5.00 will be paid monthly for submission of the relevant paperwork.

Contact list:

For any queries on vouchers or reimbursement please contact:

Julia Banham
Stop smoking Coordinator
(Public Health)
T: 01908 254242
E: julia.banham@milton-keynes.gov.uk
Milton Keynes Council | Civic Offices | 1 Saxon Gate East | Central Milton Keynes | MK9 3HZ

3.4 Population covered

Milton Keynes GP registered patients.

3.5 Any acceptance and exclusion criteria and thresholds

The Provider has a duty to ensure that staff involved in the provision of the programme has relevant knowledge and are appropriately trained by Milton Keynes Stop Smoking Service in the operation of the programme. Staff involved in the provision of the service must have undertaken Milton Keynes Stop Smoking Service Level 2 training or hold a valid certificate of training from another Stop Smoking Service or it's training provider and complete NCSCT level 1. They should also attend an annual update session provided by the service.

The Provider has a duty to ensure that staff involved in the provision of the programme is aware of and act in accordance with local protocols and NICE guidance. (Provided at Level 2 training)

3.6 Interdependencies with other services

Stop smoking Specialist Service
GP's

3.7 Any activity planning assumptions

Target is determined by Public Health

4. Applicable Service Standards

4.1 Applicable national standards eg NICE

NICE Guidance.

4.2 Applicable local standards

Health and Wellbeing Strategy

5. Location of Provider Premises

The Provider's Premises are located at:

This service can only be provided in premises that have been approved by Milton Keynes Stop Smoking Service and a requirement is to have an area that provides a sufficient level of privacy and safety.

6. Required Insurances

As per C3 Insurance

APPENDIX B

CONDITIONS PRECEDENT

Stop Smoking Advisor Training

Mandatory	Level 2 certification (Milton Keynes Stop Smoking Service)
Mandatory for new Advisors from 1 st April 2014 and a pre-requisite for Level 2 Training	NCSCT Level 1 certification (Primary training or update training)

Carbon Monoxide Monitors

The provider may provide a carbon monoxide monitor and appropriate disposable mouthpieces for use within their organisation that must be fit for purpose at all times.

The provider will therefore be responsible for ensuring all carbon monoxide monitors are correctly calibrated on a 6 monthly basis and ensure that the machine is at the correct reading standard.

If preferred the Stop Smoking Service can provide Carbon Monoxide monitors, D-Pieces and card mouth pieces and will undertake 6 monthly calibrating of the loaned monitors at no charge.

Service Reviews

The commissioner reserves the right to perform an audit or service review at any time as per previous contracts. For 2014/15 any review of service will focus on the prescribing of NRT and Stop smoking medications.

APPENDIX C

QUALITY

Performance and quality data will be collected using Quit Manager and quarterly reports sent to each participating Provider and any other appropriate body as agreed.

The Provider will review its standard operating procedures and the referral pathways for the programme on an annual basis in conjunction with the Stop Smoking Service advisor aligned to the Provider.

Quality Indicators	Outcomes	Threshold	Method of Measurement	Consequence of breach
CO Validation		≥ 85%	Monthly returns	Initial review meeting with allocated specialist advisor
Quit Rate		≥30% and ≤ 70%	Monthly returns	Initial review meeting with allocated specialist advisor
Lost to follow up		≤ 15%	Monthly returns	Initial review meeting with allocated specialist advisor
Occupation		100%	Monthly returns	Initial review meeting with allocated specialist advisor

The provider has a duty to ensure that staff involved in the provision of the service has the relevant training, knowledge and skills.

The Advisor will be trained to level 2 status in the operation of the service and the training must remain up to date through attendance of a minimum of one annual update training session per Level 2 Advisor.

The provider and the Stop Smoking Lead will ensure the quality of the service is maintained. The quality or performance of the service must not fall below a quit rate of 30% in a given quarter. The Stop Smoking Lead will inform providers where this is the case and an agreed course of action will be implemented to improve performance.

The provider will keep all relevant records for a minimum of 2 years, to allow for possible audit.

Milton Keynes Council will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.

APPENDIX D
SERVICE USER, CARER AND STAFF SURVEYS

The commissioner may choose to perform a sample survey of service users and staff

APPENDIX E

CHARGES

Stop Smoking

Milton Keynes Council will pay for the provision of the Stop Smoking Service based on activity. Payments will be made monthly, on receipt of an appropriate invoice or summary payment sheet provided by Stop Smoking Service and Monitoring Forms. Proposed schedule as below:

Frequency	Value per unit	Requirements
Monthly	£98	CO verified QUIT
	£82	QUIT self-verified
	£20	Not Quit
	£0	Lost to Follow Up

Late returns may result in non-payment

Payment claims with supporting paperwork to be submitted according to the Monthly Payment Schedule provided.

Frequency of payments:

9 days upon receipt of a valid monthly invoice in arrears.

Payment process:

Please ensure all invoices/ Summary Sheet Payment Forms are made out to Milton Keynes Council:

Milton Keynes Council
Central Payments
PO Box 5388
Saxon Court
502 Avebury Boulevard
Central Milton Keynes
MK9 3WJ

However, submission must be sent directly to the address shown below:

**Stop Smoking Service
Public Health
Milton Keynes Council
Civic Offices
1 Saxon Gate East
Central Milton Keynes
MK9 3EJ**

You must also ensure that when sending invoices/ Payment Sheets to the above address, you quote a Milton Keynes Council purchase order number (provided by Public Health)

APPENDIX F
SAFEGUARDING POLICIES

Providers within Milton Keynes shall comply at all times with the current Milton Keynes Safeguarding Adults Multi Agency Policy and Procedures (2014) <http://www.milton-keynes.gov.uk/social-care-and-health/adult-social-care/safeguarding-adults-policies-and-procedures> and the latest Milton Keynes Safeguarding Children Board's Inter-Agency Child Protection & Safeguarding Procedures (2014) <http://mkscb.proceduresonline.com/index.htm> and any amendments and additions to both documents.

APPENDIX G
INCIDENTS REQUIRING REPORTING PROCEDURE

Incidents requiring reporting are to be reported in accordance with GMS/PMS contract reporting procedure.

It is also a requirement that information relating to any serious incident related to this service is notified to public health in line with the requirements and deadlines for reporting to the Local Area Team.

APPENDIX H

INFORMATION PROVISION

Stop Smoking Monitoring Forms must be provided on a monthly basis as per the Monthly Payment Schedule. Until further notice they must be submitted accompanied by a Payment Sheet.

**MILTON KEYNES STOP SMOKING SERVICE
LEVEL 2 ADVISOR- PAYMENT SHEET**

INVOICE

INVOICE		Organisation	
Milton Keynes Council, Central Payments PO Box 5388, Saxon Court, 502 Avebury Boulevard Central Milton Keynes, MK9 3WJ		Address	
Invoice Number		Advisor Name	
Date		Contact Tel. No.	
		Purchase Order No	

No.	Client / Service Code	Quit Date	£98	£75	£20	Lost to Follow-up	FEE CLAIMED	FOR OFFICE USE ONLY	
			Quit CO Verified	Quit Self Report	Not Quit				
1	Example 123	#####			30		30		
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL DUE					30		30		

I claim payment for the stop smoking services that I have provided which are shown above. I confirm that the information given on this form is true and complete. I understand that if I provide false or misleading information I may be liable to prosecution or civil proceedings. I understand that the information on this form may be provided to the National Fraud Authority for the purpose of verification of this claim and the preventing, detecting and investigation of fraud.

Practice Manager/ Pharmacy Lead Signature: _____

Date: _____

Please return with completed Monitoring Forms to:-

Stop Smoking Coordinator
Public Health
Milton Keynes Council
Civic Offices, 1 Saxon Gate East
MK9 3EJ



NRT Voucher (Letter of Recommendation to Supply Nicotine Replacement Therapy) must be used by level 2 trained advisors to supply NRT to patients supported on a quit attempt.



Letter of Recommendation to Supply Nicotine Replacement Therapy (NRT) 2013-2014

Dear Pharmacist,
I have discussed NRT with this client at our clinic today and, in accordance with NHS Milton Keynes' Smoking Cessation Pharmacological Guidance October 2013, I should be grateful if you would consider supplying the following NRT product/s:

Client's Name..... D.O.B.....

Address..... Post code.....

Generic Name/Product	Brand name (if applicable) <i>X Cross through unused row (if appropriate)</i>	Pack size	Strength	Total amount (2 or 4 week supply) <i>(Do not split pack sizes)</i>
	X			
	X			

Advisor: please recommend by generic name, unless client requests or has previously been dispensed a specific brand. A maximum of two products may be recommended and for a maximum of four weeks at a time (up to 12 weeks in total). Client will be subject to a payment of one prescription charge per voucher sheet (e.g. two/four weeks' supply of one or two products = one charge) unless the client is exempt, when proof should be shown to the pharmacist.

Stop Smoking Advisor/Specialist's name (Print)..... Signature.....

Location of service attended..... Date.....

Week of Program: 1-2 3-4 5-8 9-12

NOTE FOR ADVISORS: PLEASE RECOMMEND PRE-PAYMENT CERTIFICATE TO PRESCRIPTION PAYING CLIENTS

FOR PHARMACY USE ONLY – Please note: Original forms should be forwarded, with a completed NRT summary sheet, to MK Stop Smoking Service.

Manufacturer & Brand name	Product and Pack size										
	Gum 2mg 4mg		Patch 24 hr 7, 14, 21 mg		Lozenge 2mg 4mg		Invisipatch 16hr 1, 15, 25mg	Microtab 2mg	Inhalator 15mg	Nasal Spray	QuickMint
Novartis Nicotinel	12		7								
	24	24									
	72	72									
	96	204									
McNeil Nicorette	30	30	30		20		7	30	Starter pack 4 cartridges	10 ml, one unit	13.2 ml, one unit
	105	105	105	105	80	80	14 (25mg only)	100	Refill 20 cartridges		13.2 ml, two units
	210	210							Refill 36 cartridges		
GlaxoSmithKline Niquitin	12	12	20	20	36	36	7	15			
	24	24	60	60	72	72		60			
	96	96									
Own brand here											

Milton Keynes Stop Smoking Service | Milton Keynes Council | Public Health | Civic Offices | 1 Saxon Gate East | Milton Keynes | MK9 3EJ
Telephone for clients: 0845 200 23 23 * Telephone for professionals: 01908 254242 * Email: Stop.Smoking@milton-keynes.gov.uk

Nicotine Replacement Therapy Voucher Payment Exemption Declaration

PATIENTS EXEMPT FROM PRESCRIPTION CHARGES MUST FILL IN PARTS 1 AND 3.
PATIENTS NOT EXEMPT MUST FILL IN PART 2 AND 3. PENALTY CHARGES MAY BE APPLIED FOR WRONGFUL CLAIM FOR A FREE VOUCHER.

Part 1. The patient does not have to pay because he/she:

A	is under 16 years of age	G	has a valid war pension exemption certificate
B	is 16, 17, or 18 and in full time education	L	is named on a current HC2 charge certificate
C	is 60 years of age and over	H	gets income support *
D	has a valid maternity exemption certificate	K	gets income-based job seekers allowance (JSA1B) *
E	has a valid medical exemption	M	is entitled to (is named on a valid) NHS tax credit exemption certificate *
F	has a valid prescription pre-payment certificate	S	has a partner who gets pension credit guarantee credit (PGCG) *

Name* _____ Date of Birth _____ NI no. _____

PRINT NAME OF THE PERSON RECEIVING IS, JSA1B, PGCG OR TAX CREDIT

Declaration: I declare that the information I have given on this form is correct and complete. I understand that if not, appropriate action may be taken. I confirm proper entitlement to exemption. To enable the NHS check I have valid exemption and to prevent and detect fraud and incorrectness, I consent to the disclosure of relevant information from this form to and by the Prescription Pricing Authority, the NHS Counter Fraud and Security Management Service, The Department of Work and Pensions and Local Authorities.

Part 2. I have paid £ (£7.85 per item)

Part 3. I am the patient / patient's representative (delete as appropriate)

Signature Date/...../.....

Print name and address

Post Code

PRODUCT ISSUED STAMP. Program weeks '1-2' & '3-4' are restricted to a max of 2 stamps per item. For weeks '5-8' & '9-12' four stamps may be issued.

Product A.				
Product B.				

**2014/15
PUBLIC HEALTH SERVICES CONTRACT**

NRT drug Tariff provided for NRT costs for reimbursement. At present only those named below can be used, please does not use own brands.

2014/15
PUBLIC HEALTH SERVICES CONTRACT

Product	Brand	Pack Size	Number of Vouchers required for Product	Drug Tariff Price (March 2013)
Nicorette 15mg Inhalator Pack - 4	Nicorette	4	1	£4.14
Nicorette 15mg Inhalator Pack - 20	Nicorette	20	1	£14.03
Nicorette 15mg Inhalator Pack - 36	Nicorette	36	1	£23.33
Nicorette 25mg Invisi-Patch	Nicorette	7	1	£9.97
Nicorette 25mg Invisi-Patch	Nicorette	14	2	£16.35
Nicorette 15mg Invisi-Patch	Nicorette	7	1	£9.97
Nicorette 10mg Invisi-Patch	Nicorette	7	1	£9.97
Nicorette 10ml Nasal Spray	Nicorette	10ml	1	£13.40
Nicorette 1mg Quickmist Spray	Nicorette	13.2ml	1	£12.12
Nicorette 1mg Quickmist Spray Dual Pack	Nicorette	13.2ml x 2	2	£19.14
Nicorette Nicotine Gum 2mg - 30	Nicorette	30	1	£3.25
Nicorette Nicotine Gum 2mg - Icy White - 30	Nicorette	30	1	£3.41
Nicorette Nicotine Gum 2mg - 105	Nicorette	105	1	£9.27
Nicorette Nicotine Gum 2mg - Icy White - 105	Nicorette	105	1	£9.37
Nicorette Nicotine Gum 2mg - 210	Nicorette	210	1	£14.82
Nicorette Nicotine Gum 4mg - 30	Nicorette	30	1	£3.99
Nicorette Nicotine Gum 4mg - 105	Nicorette	105	1	£11.30
Nicorette Nicotine Gum 4mg - Icy White - 105	Nicorette	105	1	£11.48
Nicorette Nicotine Gum 4mg - 210	Nicorette	210	1	£18.24
Nicorette Microtab 2mg - 30	Nicorette	30	1	£4.83
Nicorette Microtab 2mg - 100	Nicorette	100	1	£13.12
Nicorette Nicotine Cools 2mg Lozenge 20	Nicorette	20	1	£3.18
Nicorette Nicotine Cools 2mg Lozenge 80	Nicorette	80	1	£11.48
Nicorette Nicotine Cools 4mg Lozenge 80	Nicorette	80	1	£11.48
Nicotinell Nicotine 2mg Gum - 12	Nicotinell	12	1	£1.45
Nicotinell Nicotine 2mg Gum - 24	Nicotinell	24	1	£2.67
Nicotinell Nicotine 2mg Gum - 72	Nicotinell	72	1	£6.69
Nicotinell Nicotine 2mg Gum - 96	Nicotinell	96	1	£8.26
Nicotinell Nicotine 4mg Gum - 24	Nicotinell	24	1	£3.30
Nicotinell Nicotine 4mg Gum - 72	Nicotinell	72	1	£8.29
Nicotinell Nicotine 4mg Gum - 204	Nicotinell	204	1	£10.26

2014/15
PUBLIC HEALTH SERVICES CONTRACT

Nicotinell 7mg 24hr Nicotine Patch	Nicotinell	7	1	£9.11
Nicotinell 14mg 24hr Nicotine Patch	Nicotinell	7	1	£9.40
Nicotinell 21mg 24hr Nicotine Patch	Nicotinell	7	1	£9.97
Niquitin CQ Nicotine 2mg Gum - 12	Niquitin	12	1	£1.71
Niquitin CQ Nicotine 2mg Gum - 24	Niquitin	24	1	£3.25
Niquitin CQ Nicotine 2mg Gum - 96	Niquitin	96	1	£9.97
Niquitin CQ Nicotine 4mg Gum - 12	Niquitin	12	1	£1.71
Niquitin CQ Nicotine 4mg Gum - 24	Niquitin	24	1	£3.25
Niquitin CQ Nicotine 4mg Gum - 96	Niquitin	96	1	£9.97
Niquitin CQ Nicotine 2mg Lozenge - 36	Niquitin	36	1	£5.12
Niquitin CQ Nicotine 2mg Lozenge - 72	Niquitin	72	1	£9.97
Niquitin CQ Nicotine 4mg Lozenge - 36	Niquitin	36	1	£5.12
Niquitin CQ Nicotine 4mg Lozenge - 72	Niquitin	72	1	£9.97
Niquitin CQ Nicotine 1.5mg Mini Lozenge - 20	Niquitin	20	1	£3.18
Niquitin CQ Nicotine 1.5mg Mini Lozenge - 60	Niquitin	60	1	£8.93
Niquitin CQ Nicotine 4mg Mini Lozenge - 20	Niquitin	20	1	£3.18
Niquitin CQ Nicotine 4mg Mini Lozenge - 60	Niquitin	60	1	£8.93
Niquitin CQ 21mg Nicotine Clear Patch	Niquitin	7	1	£9.97
Niquitin CQ 14mg Nicotine Clear Patch	Niquitin	7	1	£9.97
Niquitin CQ 7mg Nicotine Clear Patch	Niquitin	7	1	£9.97
Niquitin Strips Oral 2.5mg	Niquitin	15	1	£3.51
Niquitin Strips Oral 2.5mg	Niquitin	60	1	£10.85

Vouchers must be submitted for reimbursement using the Record Sheet, to identify Vouchers submitted, and the Reimbursement Claim Form (Invoice).



Pharmacy NRT Scheme Record Sheet

Month/year

Pharmacy Name and Address

Monthly record sheet

#	Date	Patient ID	NRT product BNF Name	Cost (Drug Tariff price)	VAT @ 5%	Prescription Charge
1					£ -	
2					£ -	
3					£ -	
4					£ -	
5					£ -	
6					£ -	
7					£ -	
8					£ -	
9					£ -	
10					£ -	
11					£ -	
12					£ -	
13					£ -	
14					£ -	
15					£ -	
			Total	£ -	£ -	£ -

Vouchers and reimbursement forms should be submitted to:
Stop Smoking Service, Public Health, Milton Keynes Council, Civic Offices
1 Saxon Gate East, Central Milton Keynes, MK9 3EJ

By the 15th of the month following supply of NRT with completed sets of vouchers.

No data input is required in the shaded cells.



Reimbursement claim for Smoking Cessation Voucher Scheme

Invoice Reference:
Purchase order number:

Month/year

Total Number of NRT vouchers		
Dispensing fee (total # vouchers * 90p)	£	-
Total cost of NRT products	£	-
Total VAT	£	-
Monthly Admin fee (can only be claimed for each submission)	£	5.00
Prescription charges received	£	-
Total Payment Due	£	5.00

I CERTIFY THAT THE ABOVE DETAILS ARE CORRECT.

NAME _____

SIGNATURE _____

DATE _____

For office use only

Amount to be paid £ _____

Authorised by -

Signature _____

Date _____

No data input is required in the shaded cells.

APPENDIX I

DISPUTE RESOLUTION

Part 1 of Appendix M – 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 B36 (*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 15 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 10 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 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 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 M.

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 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 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 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 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 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 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 M - Nominated Mediation Body

Part 3 of Appendix M - Recorded Dispute Resolutions

APPENDIX N
SUCCESSION PLAN

Appendix O

Definitions and Interpretation

1. The headings in this Contract shall not affect its interpretation.
2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.
4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.
5. References to any body, organisation or office shall include reference to its applicable successor from time to time.
6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.
7. Use of the singular includes the plural and vice versa.
8. The following terms shall have the following meanings:

Activity means any levels of clinical services and/or Service User flows set out in a Service Specification

Authorised Person means the Authority and any body or person concerned with the provision of the Service or care of a Service User

Authority Representative means the person identified in clause A4.1 (*Representatives*) or their replacement

Best Value Duty means the duty imposed by Part 1 of the Local Government Act 1999 (the **LGA 1999**) and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the guidance issued in connection with, the LGA 1999 from time to time

Business Continuity Plan means the Provider's plan referred to in Clause B34.2 (*Business Continuity*) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Caldicott Guardian means the senior health professional responsible for safeguarding the confidentiality of patient information

Care Quality Commission or CQC means the care quality commission established under the Health and Social Care Act 2008

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

CEDR means the Centre for Effective Dispute Resolution

Charges means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (*Charges*)

Commencement Date means the date identified in clause A3.1 (*Commencement and Duration*)

Conditions Precedent means the conditions precedent, if any, to commencement of service delivery referred to in clause A3.2 (*Commencement and Duration*) and set out in Appendix B (*Conditions Precedent*)

Contract has the meaning given to it in clause A1.1 (*Contract*)

Contract Query means:

- (i) a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or
- (ii) a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

Contract Query Notice means a notice setting out in reasonable detail the nature of a Contract Query

Contract Management Meeting means a meeting of the Authority and the Provider held in accordance with clause B29.8 (*Contract Management*)

Competent Body means any body that has authority to issue standards or recommendations with which either Party must comply

Confidential Information means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked 'confidential' (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency

Consents means:

- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or
- (ii) any necessary consent or agreement from any third party needed either for the performance of the Provider's obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract

CSO Chlamydia Screening Office

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009

Data Processor has the meaning set out in the DPA

Data Subject has the meaning set out in the DPA

DBS means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

Default means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

Default Interest Rate means LIBOR plus 2% per annum

Disclosing Party means the Party disclosing Confidential Information

Dispute means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

DPA means the Data Protection Act 1998

Employment Checks means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks

Enhanced DBS & Barred List Check means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

Enhanced DBS & Barred List Check (child) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

Enhanced DBS & Barred List Check (adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

Enhanced DBS & Barred List Check (child & adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's and adult's barred list

Enhanced DBS Check means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

Enhanced DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

Excusing Notice means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

- (i) due wholly or partly to an act or omission by the Issuing Party; or
- (ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or
- (iii) due to circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure

Expert means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix M (*Dispute Resolution*)

Expert Determination Notice means a notice in writing showing an intention to refer Dispute for expert determination

Expiry Date means the date set out in clause A3.3 (*Commencement and Duration*)

Equipment means the Provider's equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

First Exception Report means a report issued in accordance with clause B29.21 (*Contract Management*) notifying the relevant Party's chief executive and/or Board of Directors of that Party's breach of a Remedial Action Plan and failure to remedy that breach

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation

Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (i) any industrial action occurring within the Provider's or any Sub-contractor's organisation; or
- (ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

Fraud means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

General Conditions has the meaning given to it in clause A1.1(b) (*Contract*)

Good Clinical Practice means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

Guidance means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

Immediate Action Plan means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

Indirect Losses means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

Issuing Party means the Party which has issued a Contract Query Notice

Jl Report means a report detailing the findings and outcomes of a Joint Investigation

Joint Investigation means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

Law means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) National Standards;
- (v) Guidance; and
- (vi) any applicable industry code

in each case in force in England and Wales

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

Lessons Learned means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider's provision of the Services

LIBOR means the London Interbank Offered Rate for 6 months sterling deposits in the London market

Local HealthWatch means the local independent consumer champion for health and social care in England

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

MKC Milton Keynes Council

National Institute for Health and Clinical Excellence or **NICE** means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

National Standards means those standards applicable to the Provider under the Law and/or Guidance as amended from time to time

Negotiation Period means the period of 15 Business Days following receipt of the first offer

NHS Act 2006 means the National Health Service Act 2006

Parties means the Authority and the Provider and "Party" means either one of them

Patient Safety Incident means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

Personal Data has the meaning set out in the DPA

Prohibited Acts has the meaning given to it in clause B39.1 (*Prohibited Acts*)

Provider Representative means the person identified in clause A4.2 (*Representatives*) or their replacement

Provider's Premises means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

Public Authority means as defined in section 3 of the FOIA

Quality Outcomes Indicators means the agreed key performance indicators and outcomes to be achieved as set out in Appendix C (*Quality Outcomes Indicators*)

Receiving Party means the Party which has received a Contract Query Notice or Confidential Information as applicable

Regulatory Body means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

Remedial Action Plan means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

Required Insurances means the types of policy or policies providing levels of cover as specified in the Service Specification(s)

Review Meeting means a meeting to be held in accordance with clause B19 (*Review Meetings*) or as otherwise requested in accordance with clause B19.2 (*Review Meetings*)

Safeguarding Policies means the Provider's written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Appendix F (*Safeguarding Children and Vulnerable Adults*)

Second Exception Report means a report issued in accordance with clause B29.22 (*Contract Management*) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

Serious Incident means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider's Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

Service Commencement Date means the date set out in clause A3.2 (*Commencement and Duration*)

Service Specification means each of the service specifications defined by the Authority and set out at Appendix A (*Service Specifications*)

Service User means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

Service Quality Performance Report means a report as described in Appendix J (*Service Quality Performance Report*)

Services means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Special Conditions has the meaning given to it in clause A1.1(c) (*Contract*)

Staff means all persons employed by the Provider to perform its obligations under this Contract together with the Provider's servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

Standard DBS Check means a disclosure of information which contains certain details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

Standard DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

Sub-contract means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

Sub-contractor means any third party appointed by the Provider and approved by the Authority under clause B23.1 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

Succession Plan means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Contract as set out at Appendix N (*Succession Plan*)

Successor Provider means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Contract

Transfer of and Discharge from Care Protocols means the protocols set out in Appendix I (*Transfer and Discharge from Care Protocols*)

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994

Variation means a variation to a provision or part of a provision of this Contract

Variation Notice means a notice to vary a provision or part of a provision of this Contract issued under clause B22.2 (*Variation*).