

Sub-contract for the provision of Pharmacy Services for use with the NHS Standard Contract 2021/22 (Shorter Form)

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(please do not send sub-contracts to this email address)

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This template sub-contract should be read in conjunction with the guidance on the NHS standard sub-contract for the provision of clinical services 2021/22 (full length and shorter form versions), which is available on the [NHS Standard Contract 2021/22 web page](#).

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PART B: SUB-CONTRACT CONDITIONS

Service Conditions

General Conditions

Note: the Service Conditions and General Conditions are those of the NHS Standard Contract 2021/22 (Shorter Form), as published by NHS England (<https://www.england.nhs.uk/nhs-standard-contract/>). They are not replicated in this template Sub-Contract but it is recommended that the parties print out or retain a copy of these for reference since they form part of this Sub-Contract.

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contract title:

Sub-Contract ref:

This Sub-Contract records the agreement between the Head Provider and the Sub-Contractor and comprises:

1. the **Sub-Contract Particulars and Schedules**
2. the **Sub-Contract Conditions**
3. the **General Conditions** and **Service Conditions**

as further defined or applied by this Sub-Contract.

IN WITNESS OF WHICH the Parties have signed this Sub-Contract on the date(s) shown below

SIGNED by



Signature

[insert authorised signatory's name]

for and on behalf of
[insert Head Provider's name]

Joanna Scammell
Acting Head of Business Unit, B&NES
Virgin Care

Title

26/11/2021

Date

SIGNED by

.....
Signature

[insert authorised signatory's name]

for and on behalf of
[insert Sub-Contractor's name]

.....
Title

.....
Date

PART A: SUB-CONTRACT PARTICULARS AND SCHEDULES**CONTRACT SUMMARY**

Sub-Contract Reference	VC/Pharmacy 2021
Head Provider	Virgin Care Limited
Sub-Contractor	
Effective Date	1st April 2021
Expected Service Commencement Date	1 st April 2021
Longstop Date	N/A
Service Commencement Date	1 st April 2021
Sub-Contract Term	3 years commencing on 1 st April 2021 (subject to extension under Schedule 1C where applicable)
Expiry Date	31 st March 2024 (with an option to extend another 3 years)
Option to extend Sub-Contract Term?	YES (see Schedule 1C)
Notice Period (for termination under GC17.2)	
Where notice given by the Head Provider:	3 months
Where notice given by the Sub-Contractor:	6 months
Details of Head Contract	Commissioner(s): (1) Bath and North East Somerset Clinical Commissioning Group, and (2) Bath & North East Somerset Council. Details of Head Contract: Prime provider contract for the provision of community and social care services in Bath & North East Somerset Date: 1 st April 2021 Contract Term: 3 years (plus option to 3 year extension) Services: Community and Specialist Services

SUB-CONTRACT SERVICES

Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
Essential Services? (NHS Trusts only)	N/A
Is the Sub-Contractor acting as a Data Processor or Sub-processor on behalf of the Head Provider for the purposes of this Sub-Contract?	NO

GOVERNANCE AND REGULATORY

Sub-Contractor's Nominated Individual	[] Email: [] Tel: []
Sub-Contractor's Information Governance Lead	[] Email: [] Tel: []
Sub-Contractor's Caldicott Guardian	[] Email: [] Tel: []
Sub-Contractor's Senior Information Risk Owner	[] Email: [] Tel: []
Sub-Contractor's Accountable Emergency Officer	[] Email: [] Tel: []
Sub-Contractor's Safeguarding Lead (children) / named professional for safeguarding children	[] Email: [] Tel: []
Sub-Contractor's Safeguarding Lead (adults) / named professional for safeguarding adults	[] Email: [] Tel: []
Sub-Contractor's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Sub-Contractor's Mental Capacity and Liberty Protection Safeguards Lead	[] Email: [] Tel: []

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contractor's Nominated Individual	[] Email: [] Tel: []
Sub-Contractor's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []

CONTRACT MANAGEMENT

Addresses for service of Notices	Head Provider: David Watkins, General Counsel, Virgin Care Services Limited Address: The Health Business & Technical Park, Runcorn, Cheshire, WA7 4QX Email: david.watkins@virginicare.co.uk Sub-Contractor: Address: Email:
Head Provider Representative(s)	Joanna Scammell, Head of Commissioning and Wellbeing Address: Virgin Care Services Limited, The Health Business & Technical Park, Runcorn, Cheshire, WA7 4QX Email: Joanna.scammell@virginicare.co.uk Tel: 07792487304
Sub-Contractor Representative	[] Address: [] Email: [] Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Sub-Contractor must provide the Head Provider with the following documents before the Expected Service Commencement Date, each in a form satisfactory to the Head Provider:

- | |
|---|
| <ol style="list-style-type: none">1. Evidence of appropriate Indemnity Arrangements2. Insurance Certificates |
|---|

C. Extension of Contract Term

1. The Head Provider may opt to extend the Sub-Contract Term by 3 years.
2. If the Head Provider wishes to exercise the option to extend the Sub-Contract Term, the Head Provider must give written notice to that effect to the Sub-Contractor no later than 3 months before the original Expiry Date.
3. If the Head Provider gives notice to extend the Sub-Contract Term in accordance with paragraph 2 above, the Sub-Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Sub-Contract Service Specifications

Opioid substitution services

<p><u>AIM OF THE SERVICE</u></p> <p>To provide supervised self-administration of opiate substitution therapy (e.g. physeptone, methadone mixture and buprenorphine) by patients referred from identified general practitioners or Avon & Wiltshire Partnerships Specialist Drug & Alcohol Services (SDAS). DHI are the Shared Care Service Provider.</p>
<p><u>DESCRIPTION OF SERVICE</u></p> <ul style="list-style-type: none"> • To supervise the self-administration of prescribed medication (as above) as directed by the prescriber. • To ensure compliance with the agreed treatment plan by: <ul style="list-style-type: none"> ○ Dispensing in specified instalments (doses may be dispensed for the patient to take away to cover days when the pharmacy is closed). ○ Ensuring each supervised dose is correctly consumed by the patient for whom it was intended. • To reduce the risk to local communities of: <ul style="list-style-type: none"> ○ Overuse or underuse of medicines ○ Diversion of prescribed medicines onto the illicit drugs market ○ Accidental exposure to the supervised medicine. • To provide Service Users with regular contact with healthcare professionals and to provide support and advice to the patients and help them access further advice or assistance. The Service Users will be referred to specialist treatment centres (DHI single point of contact for drug and alcohol support 01225 329411) or other health and social care professionals where appropriate. • To monitor the patient's response to prescribed treatment eg: when doses are changed, if the patient appears intoxicated; when the patient has missed more than 2 doses or if is necessary to withhold treatment in the interest of patient safety, liaising with prescriber or key worker. <p><u>WHAT NEEDS TO BE IN PLACE</u></p> <p>Responsibilities of the Pharmacy (Sub-contractor):</p> <p>The lead pharmacist at the Pharmacy must have standard Disclosure and Barring (DBS) clearance and must take full responsibility for the safeguarding of patients receiving the service.</p> <p>To work to the aims and objectives outlined within this agreement</p>

To produce a Standard Operating Procedure (SOP) that complies with this specification.

To ensure that the service is provided in a user-friendly, non-judgmental, client-centred and confidential way, and with sufficient level of privacy and safety.

To guarantee staff providing the service are adequately and appropriately trained.

To attend appropriate meetings with prescribers and representatives within Bath and North East Somerset e.g. from DHI, Local Pharmaceutical Committee and drug and alcohol treatment providers to discuss the management of drug dependence

To sign up to the agreement between the pharmacist, the patient, and the prescriber stating the service standards and how the service will operate.

To take part in Harm Reduction campaigns

To comply with the following monitoring requirements:

- The NHS Code of Conduct and the Royal Pharmaceutical Society of Great Britain Code of Ethics
- All patient records will be treated as confidential.
- Anonymous information may be used for research, audit and monitoring purposes.
- To return monitoring to Virgin Care using Pharmoutcomes

To provide professional judgment in order to proceed under the following situations:

- Intoxication of the patient when collecting methadone/buprenorphine.
- The pharmacy staff who are able to supervise methadone/ buprenorphine consumption.
- Information share with drug service providers (i.e. service user using alcohol abusively).

Responsibilities of Virgin Care:

To ensure prompt payment of fees for supervision.

To liaise with Avon Pharmaceutical and pharmacies to ensure that the framework for the recording of relevant service information, any amendments, the claiming of payment, and for audit purposes is on Pharmoutcomes

To ensure that DHI works with Pharmacies to identify training and support needs of pharmacists and provides appropriate information awareness training.

To ensure that health promotion material relevant to the service users and make is available to pharmacies.

To provide information on local services and key contractors for Community Pharmacies (eg DHI, SDAS).

USERGROUP

Any B&NES resident who is using illicit drugs and is receiving self-administered opioid substitution therapy from their prescriber (GP or SDAS).

DAYS/HOURS OF OPERATION

The service will be offered within the normal pharmacy opening hours.

EQUIPMENT/FACILITIES

Safe and secure working environment for clinical and non-clinical staff including a private consultation room which will be used where appropriate to maintain client's privacy and dignity.

SUPPORT FOR PHARMACIES (SUB-CONTRACTOR)

Pharmacists should phone DHI (provider) with any queries, concerns or feedback on the service.

Feedback will be used to identify training/support needs of pharmacists and DHI will deliver information awareness training events to meet pharmacists needs. Pharmacists and dispensers will be invited, and it is a requirement that at least one pharmacist from each pharmacy must attend training (with an expectation that pharmacists will not be required to attend more than one event per annum).

Smoking cessation services

AIM OF THE SERVICE:

This service contributes to B&NES Tobacco Control Strategy directly through the 'helping people to quit' strand and by reducing exposure to secondhand smoke and normalising smoke free lifestyles.

It will improve the health of the population of B&NES by providing help and support to smokers who want to stop smoking or reduce the harm associated with smoking tobacco through the direct provision of behavioural support services and access to pharmacotherapy.

It will address health inequalities in B&NES by providing targeted and intensive support to disadvantaged individuals and groups to reduce the harm from smoking tobacco to themselves and their families.

DESCRIPTION OF SERVICE:

- The provision of behavioural support to people who want to stop smoking or reduce harm from smoking through one to one support and advice or referral to specialist services if necessary, and access to stop smoking pharmacotherapy.

Context

- Smoking places a large burden on the NHS. Smoking is the primary cause of preventable morbidity and premature death, accounting for 81,400 deaths in England in 2009. In England, deaths from smoking are more numerous than the next six most common causes of preventable death combined (i.e. drug use, road accidents, other accidents and falls, preventable diabetes, suicide and alcohol abuse). Treating smoking-related illnesses was estimated to have cost the NHS £2.7 billion in 2006/07, or over £50 million every week.¹
- Smoking is still the single biggest cause of premature death and disease nationally and locally. Life expectancy varies in Bath & North East Somerset by up to 6.3 years for men in the most deprived areas and by 3.5 years for women. Smoking accounts for approximately half this difference in life expectancy.
- Smoking related deaths and diseases in B&NES are lower than the English average and smoking prevalence is less than South West and England rates. However, there are still over 20,000 smokers in B&NES, the majority from disadvantaged communities.
- Smoking prevalence is higher amongst those from disadvantaged communities, those in routine and manual occupations, those with mental health conditions, amongst gypsy, traveler and boating communities, LGBT groups and those living in deprived areas of Bath and North East Somerset.
- Tobacco smoke contains over 4,000 chemicals many of which can cross the placental barrier and have a direct toxic effect on the foetus.² Smoking during pregnancy can cause serious pregnancy-related health problems. These include complications during labour and an increased risk of miscarriage, premature birth, still birth, low birth-weight and sudden unexpected death in infancy. Smoking during pregnancy also increases the risk of infant mortality by an estimated 40%.³ Smoking amongst pregnant women in B&NES is currently 7.2% compared to a national level of 10.6%. However, there are marked differences in levels of smoking amongst younger women who are pregnant and those who live in more deprived areas of B&NES.

¹ Healthy Lives Healthy People: A Tobacco Control Plan for England. Department of Health 2011

² Royal College of Physicians (March 2010) Passive Smoking in Children

³ Department of Health: 2007 Implementation plan for reducing health inequalities in infant mortality

- Some people find it harder to quit than others. It is recognised that people who are also having to deal with other significant issues that affect their health and wellbeing, may require additional support if they are to be successful in becoming smoke-free. This can include people living in poverty or in disadvantaged circumstances, or those with mental health problems.
- The Governments' Tobacco Control Plan (2011) set targets for reducing smoking prevalence amongst pregnant women, young people and adults by 2015. This focus is reflected in the Public Health Outcomes framework which became the responsibility of Local Authorities to deliver from April 2013.

Evidence base

- NICE has produced guidelines on the effectiveness of different smoking cessation services. The evidence is clear that behavioural support makes stopping smoking, and staying stopped much more likely. The evidence is also clear that pharmacotherapy can have a positive impact and help people stop smoking. More information can be found at:

<http://publications.nice.org.uk/smoking-cessation-services-ph10>

<http://publications.nice.org.uk/quitting-smoking-in-pregnancy-and-following-childbirth-ph26>

<http://publications.nice.org.uk/smokeless-tobacco-cessation-south-asian-communities-ph39>

<http://publications.nice.org.uk/tobacco-harm-reduction-approaches-to-smoking-ph45>

- The National Centre for Smoking Cessation Training provides evidence and effectiveness of stop smoking interventions and guidance on service delivery and monitoring. This can be found at: http://www.ncsct.co.uk/publication_service_and_delivery_guidance_2014.php

Harm Reduction

- Whilst there are health harms associated with all tobacco use, smoking tobacco is by far the most hazardous to health. If people are unable to quit nicotine altogether they can reduce harm by stopping smoking to get nicotine and use a safe pharmaceutical nicotine product instead.⁴
- NICE guidance on tobacco harm reduction (PH45), whilst recognising that quitting smoking is always the best option for smokers, supports the use of licensed nicotine containing products (NCPs) to help smokers not currently able to quit to cut down, and as a substitute for smoking, where necessary indefinitely.
-
- Currently around a third of smokers attempt to quit in any given year, but approximately 70% say they would like to stop. It is crucial that those who want to stop are encouraged and supported to do so, cutting down or abstaining in the short-term offers a way forward for those who do not feel ready.
- There is evidence that if the large numbers of smokers who are not ready to quit, but are interested in cutting down, are encouraged to do so in a systematic way, by substituting Nicotine Replacement Therapy (NRT) for the cigarettes they cut out, it leads to a significant percentage of them moving on to quit. Even those that don't go on to stop smoking are more motivated to make a quit attempt in future.

E-Cigarettes

⁴ Royal College of Physicians (2007) Harm reduction in nicotine addiction: Helping people who can't quit

- E-cigarettes are the most popular quitting tool in the country at present with 1.3 million UK users having stopped smoking completely. Whilst not completely risk free, e-cigarettes are significantly less harmful than smoking. Using e-cigarettes is significantly safer than smoking and the vapour released from e-cigarettes poses no measurable risk to bystanders.

Wellbeing Service

- The public health directorate within B&NES Council commission a Wellbeing Service (hosted by Virgin Care) which provides specialist advice and help to people who want to stop smoking or reduce the harm from smoking tobacco. In addition, the service is commissioned to provide support, training and data collection services to Pharmacies that are also providing stop smoking support services.

WHAT NEEDS TO BE IN PLACE:

- The pharmacy contractor will provide behaviour support to people who want to stop smoking through one to one support and advice, and facilitate access to, and where appropriate supply, pharmacotherapy. They will also provide referral to specialist services if necessary including the Health In Pregnancy Service, DHI (Drug and Alcohol Treatment Services) or the Wellbeing Service.

Training

- The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.
- The pharmacy will allow at least one member of staff to attend Level 2 stop smoking training coordinated by the Wellbeing Service. That staff member is expected to attend follow up training as appropriate and explained in the accompanying document (see Smoking Cessation Appendix 1). If a member of staff is already trained as a stop smoking advisor, this specification does not require that they re-train. However, if they have not seen clients for a year then they would be expected to attend either the advisor training or refresher training dependent on need. Advisors are expected to keep their practice up to date in line with the training requirements information attached.

Policy and guidance

- The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and act in accordance with local protocols on NRTⁱ, Harm Reductionⁱⁱ, E-Cigarettesⁱⁱⁱ and NICE guidance on Smoking Cessation and Harm Reduction.
- When deciding which therapies to use and in which order, advisors should discuss the options with the client and take into account:
 - contra-indications and the potential for adverse effects
 - the client's personal preferences
 - the availability of appropriate advice or support
 - the likelihood that the client will follow the course of treatment
 - the clients previous experience of smoking cessation aids.
 - Whether to refer to Wellness Service for additional support

- The pharmacy will offer clients stop smoking appointments in the pharmacy. The pharmacy will ensure that the area in which the service is offered is appropriate for privacy and confidentiality.
- The pharmacy will offer at least 6 weekly support sessions to would-be smoking quitters. This does not imply that treatment should stop at 6 weeks.
- The pharmacy will perform a CO test at every session and to confirm a client has stopped smoking 28 days (-3days/+14 days) after their quit date. Instructions on how to do this are included in advisor training and support can be obtained from the Wellbeing Service.
- The pharmacy will advertise stop smoking services in the pharmacy and promote the service with people who are using the pharmacy.
- Family and friends of smokers will also be able to receive advice about the services available and the benefits of stopping smoking.

Referral

- Smokers can be referred to the service by pharmacy staff. Referral may also come from other health professionals or from the Wellbeing Service.

Supply of NRT

Clients receiving support from the Wellbeing Service, GP practices or other community-based stop smoking services will be issued with a voucher for the supply of NRT. This voucher is then presented to a community pharmacy to supply the NRT

- Each supply form allows supply of NRT for up to 2 Weeks (see Smoking Cessation Appendix 2). For each supply form the pharmacist should collect the prescription fee or require the client to tick and sign that they are eligible for free prescriptions. All clients should then sign the form. This will act as the pharmacy's evidence to claim cost of NRT.

Pharmacy staff who are trained and accredited Stop Smoking Advisors can issue vouchers for NRT in addition to the behavioural support they are providing clients.

- The stop smoking advisor should recommend the product agreed with the client as most suitable, according to the B&NES NRT Guidance. If varenicline is deemed more suitable or the person would like to use NRT but it cannot be recommended, then the advisor can send securely to the GP recommending a prescription for Varenicline (using template see Smoking Cessation Appendix 3) or the client can be referred to their GP for a prescription.
- The stop smoking advisor should complete the supply of NRT form and pass this to the pharmacist for approval. The client should also sign the form to say they have received the product.
- NRT should only be supplied if a client has set a quit date with the pharmacy stop smoking advisor or is engaged with the GP based stop smoking advisors, Wellbeing Service advisors or other community based providers for support.

- The stop smoking advisor must explain the risks and benefits of using NRT to young people aged from 12 to 17, pregnant or breastfeeding women, and people who have unstable cardiovascular disorders. To maximise the benefits of NRT, people in these groups should also be strongly encouraged to use behavioural support in their quit attempt.
- The lead pharmacist at the Pharmacy must have standard Disclosure and Barring (DBS) clearance and must take full responsibility for the safeguarding of patients receiving the service.

Harm Reduction

- People not ready to engage or those who choose not to complete the programme should be offered appropriate self-help literature. The pharmacy will ensure that people are referred to their GP or the Wellbeing Service should the needs of the client not be met in the pharmacy.
- Where clients are not ready to undertake an abrupt quit and set a quit date but wish to cut down their tobacco consumption, they should be given advice in line with B&NES Harm Reduction Policy (2014) and E-Cigarette Guidance (2016). Clients can also be referred to the Wellbeing service for additional support.
- The pharmacy will follow up clients who are at risk of dropping out of the service, encouraging them to maintain contact with the pharmacy.

Supporting smokers who want to quit using e-cigarettes

- Where clients are using E-cigarettes or wanting to use E-Cigarettes to support them to cut down or quit smoking practices should provide advice and support in line with B&NES E-Cigarette Guidance (2016).
- Smokers who have tried other methods of quitting without success can be encouraged to try e-cigarettes to stop smoking.
- Whilst licensed NRT products are the recommended option for pregnant women, if she chooses to use an electronic cigarette to stay smoke free she should not be discouraged from doing so.
- We encourage professionals to offer clear and accurate information on the relative harm of nicotine, e-cigarettes and smoked tobacco and to offer behavioural support to smokers who want to quit using e-cigarettes.
- The NCSCT have produced a useful guide for stop smoking advisors to enable an 'e-cigarette friendly' conversation with clients.

http://www.ncsct.co.uk/publication_electronic_cigarette_briefing.php

- The B&NES Wellbeing Service actively encourages e-cigarette users into the service and can support them in their attempt to cut down, quit completely or to prevent relapse to smoking.

- E-cigarettes can be used safely in conjunction with NRT, such as patches for example, similar to the use of other oral nicotine products such as gum, lozenges or inhalators.
- People wanting more information about using e-cigarettes to cut down or quit can be given the patient leaflet 'To vape or not to vape' available from the Wellbeing Service.

Recording

- The pharmacy will ensure all activity for stop smoking support and the NRT voucher scheme is recorded on the web-based reporting system Pharm Outcomes. Activity must be recorded within 3 months of delivery to qualify for payment.

USER GROUP:

Anyone who smokes or uses any other form of tobacco aged 12 years and above.

Eligible clients are those registered with a GP practice in B&NES or those living and working in Bath and North East Somerset

Eligibility criteria

Anyone who smokes or uses any other form of tobacco

Anyone using E-Cigarettes to cut down or quit smoking.

The service is available to people who meet any of the following criteria:

Over 12 years of age and either:

- Living in the B&NES area
- Working in the B&NES area
- Registered with a B&NES GP

DAYS/HOURS OF OPERATION:

The service will be offered within the normal pharmacy opening hours.

EQUIPMENT/FACILITIES

CO monitors and training in their use will be provided to Stop Smoking Advisors by the Wellbeing Service.

SUPPORT FOR PHARMACIES

- On-going training, support and advice are available on request from the Wellbeing Service. On-line training is also available and provided by the National Centre for Smoking Cessation and Training www.ncsct.co.uk and staff are encouraged to complete the training and receive the certificate.
- The Wellbeing Service will share good practice and will continue to support the stop smoking services provided in the pharmacy. There will be a named liaison person for each area who will provide the support in delivery of this service.

Smoking Cessation Appendix 1

Training route for Stop Smoking Advisor Level 2

The route for someone wishing to become a Stop Smoking Practitioner in the South West is as follows:

- Register online with NCSCT and undertake the reading to acquire the knowledge on the following. **N.B. The candidate is not required to undertake the online assessment at this stage unless they choose to do so.**
 - Smoking patterns in the population
 - Smoking and health – effects of smoking and stopping smoking
 - Why people smoke and find it hard to stop
 - How people manage to stop
 - What is and is not effective in helping people to stop
 - Where smoking fits into public health
 - How to deliver an effective behavioural support programme for stopping smoking.

- To reach certification go online to NCSCT and undertake the Stage 2 Skills Based assessment when available.
- Provision of support to clients with supervision over following 2 months
- Complete a Reflective log and attend a ½ day for feedback and further direction
- Receive certificate
- Apply to attend the one day level 2 adviser training with permission from the candidate's manager and agreement to have access to clients to see as soon as the candidate has qualified. The candidate will receive the link to the NCSCT training.

Smoking Cessation Appendix 2**RECOMMENDATION FOR NRT**

Date:

Client Name:Date of Birth:.....

Client Address: Postcode:
.....**I have discussed NRT treatment with this client today and I should be grateful if you would consider dispensing the following NRT products:**

(Repeat recommendations will only be given if client continues to access support and does not smoke)		
Nicotine Replacement Products	Amount Required (*Also available as pack of 14 patches = 2 weeks supply)	Tick
NICOTINE PATCH 15mg/16 hours		
NICOTINE PATCH 10mg/16 hours		
NICOTINE PATCH 5mg/16 hours		
NICOTINE PATCH 21mg/24 hours *		
NICOTINE PATCH 14mg/24 hours		
NICOTINE PATCH 7mg/24 hours		
NICOTINE PATCH 25mg/16hours (clear) *		
NICOTINE PATCH 15mg/16 hours (clear)		
NICOTINE PATCH 10 mg/16 hours (clear)		
NICOTINE GUM 4mg		
NICOTINE GUM 2mg		
NICOTINE NASAL SPRAY		
NICOTINE SUBLINGUAL TABLET		
NICOTINE LOZENGES – MINIS 1.5mgs		
NICOTINE LOZENGES - MINIS 4mgs		

SUB-CONTRACT PARTICULARS and SCHEDULES

NICOTINE LOZENGES - COOLS 2mgs		
NICOTINE LOZENGES COOLS 4mgs		
NICOTINE LOZENGE original 4mg		
NICOTINE LOZENGE original 2mg		
NICOTINE LOZENGE original 1mg		
NICOTINE ORAL STRIPS 2.5mg (15 or 60)		
NICOTINE INHALATOR 15mg		
NICOTINE MOUTHSPRAY (Quick Mist) 1mg		

Smoking Cessation Appendix 3

Varenicline Recommendation template

Dear GP,

Re: Prescription for Varenicline

Name	Address and postcode	DOB

Your patient has attended the Stop Smoking Service for smoking cessation treatment and ongoing support.

I have seen him/her today and they are very motivated to quit and would like to use Varenicline. Having taken a medical history, I have ascertained that your patient meets the criteria of the organisation's protocol for prescribing Varenicline

Following consultation, I would be grateful if you would prescribe the following pack of Varenicline Tartrate (Champix).

Starter Pack - 11 x0.5mg and 14 x 1mg tablets	
28 x 0.5 mg tablet pack	
28 x 1 mg tablet pack	
56 x 0.5 mg tablet pack	
56 x 1 mg tablet pack	

Please note that the patient would like to collect the prescription from:
(pharmacy/surgery).

If you have any concerns about this person commencing Varenicline, please contact me.

Advisor's name

Contact telephone number:

Signed..... Date.....

Provision of Sexual Health services

CONTRACT MANAGEMENT:

Virgin Care Representative: Sarah Button

Provider's Representative: Pharmacy rep

AIMS OF THE SERVICE:

To provide modern and high-quality provision of sexual health services in community pharmacy by delivering condom distribution, pregnancy testing, chlamydia testing and emergency contraception to key cohorts

DESCRIPTION OF SERVICE:

There are two tiers of sexual health services that can be delivered:

Tier 1 services are:

- The supply of condoms free of charge to young people under 24 years old, as part of the B&NES C-Card scheme

- The supply of pregnancy tests free of charge to women under 24 years old
- The supply of free chlamydia testing kits to clients under 25 years old

Tier 2 services are:

- All of the Tier 1 services defined above; and:
- The supply of emergency hormonal contraception free of charge to women aged over 13 years old and under 25 years old, under a Patient Group Direction (PGD)
- The supply of free treatment for chlamydia infection for people under 25 years old under a Patient Group Direction (PGD), and their partner(s) where appropriate

PROVISION OF TIER 1 SERVICES

Tier 1 services are:

- The supply of condoms free of charge to young people under 24 years old, as part of the B&NES C-Card scheme
- The supply of pregnancy tests free of charge to women under 24 years old
- The supply of free chlamydia testing kits to clients under 25 years old

1. C-Card Scheme for those up to 24 years old

All suitably trained pharmacy staff (accredited Pharmacists or pharmacy support staff who have received training by a member of staff who has attended B&NES Council training) will provide free condoms to young people who are registered with the C-Card scheme and have a valid C-Card. Pharmacists will be responsible for completion and return monitoring data via Pharmoutcomes to capture this activity and liaise with the C-Card Coordinator as appropriate. The C-Card scheme is currently offered to people under 20 years old but can be provided to those aged up to 24 who are registered with the scheme. Pharmacies will supply condoms on demand but shall not register people onto the scheme, and instead refer as appropriate.

A free condom supply service will be provided to young people registered with the C-Card scheme. Where young people without a C-Card seek registration with the scheme they will be signposted to the most convenient and appropriate service. Where supply is not appropriate (for example if the card is expired or the young person has already received the maximum monthly quota of condoms) advice and referral to another source of assistance, if appropriate, will be provided.

Clients excluded by the criteria will be referred to another local service that will be able to assist them as soon as possible, e.g. Sexual Health Service at Riverside, or GP, or will be invited to purchase the product

Pharmacists will ensure all staff are familiar with the scheme, the B&NES Sexual Health Policy and have up to date information concerning referral if this is deemed appropriate

Pharmacies will ensure that the service is publicised at all times.

Pharmacies will receive condom packs free of charge from Virgin Care by contacting the Wellbeing Service on 0300 247 0050 or by email bathnes.thehub@virgincare.co.uk (supplied by BANES Council Public Health Department)

2. Free pregnancy tests for those under 24 years old

Pharmacists (or suitably trained pharmacy support staff) will provide free pregnancy test kits to young women under the age of 24 upon request or where the pharmacist deems a clinical need. Pharmacists will be responsible for completion and return of monitoring forms to capture this activity and liaise with Virgin Care as appropriate.

All 13-24 year old who present with a clinical need for a free test will be provided with a free pregnancy test (at cost to B&NES Council via SAFEBANES.com). Pharmacists should use their discretion when working with those aged 13-15 and ensure that they engage with the Sexual Health Service at Riverside, the School Nursing

Service or primary care if possible. Discretion should be used whether or not to provide a pregnancy test to those aged 13-15.

All women requesting a pregnancy test must be offered a chlamydia screening test at the same time.

Clients excluded from the criteria will be referred to another local service that will be able to assist them as soon as possible, e.g. GP or the Sexual Health Service, or will be invited to purchase the product.

Pharmacists will ensure all staff are familiar with the scheme and have up to date information concerning referral if this is deemed appropriate

The pharmacy will supply the recommended leaflet at the same time as the test (leaflets are supplied by B&NES Council). Tests will be completed off-site. Staff should not be involved in receiving completed tests, interpreting results or describing options for those who test positive.

Pharmacists (and suitably trained staff) should use a request for a free pregnancy test as an opportunity to promote safer sex, regular contraception and Chlamydia screening.

The pharmacy will ensure that the service is publicised at all times

3. Provision of Chlamydia Test Kits to 15-24 year olds

All suitably trained pharmacy staff (accredited Pharmacists or pharmacy support staff who have received training by a member of staff who has attended B&NES Council training) can offer free test kits to people under the age of 25 years old.

The service will promote chlamydia screening in under 25s. The Avon Chlamydia Screening Programme will supply self-test kits at the request of the pharmacy. **Kits can be ordered by phoning 0117 922 3883 or via the website: <https://www.4ypbristol.co.uk/for-professionals/for-professionals/4yp-services/4yp-pharmacies/pharmacy-chlamydia-kit-orders-copy/>**

Self-test kits are to be provided free to young people.

Clients should be encouraged where possible to complete the test on site or return a completed kit to the pharmacy. The pharmacy will then post the kits to the laboratory.

The pharmacy is responsible for maintaining their stock of self-test kits through the local Chlamydia Screening Programme.

The pharmacy will ensure that the self-testing kits are accessible at all times, with kits prominently on display.

Clients excluded from the criteria will be referred to another local service that will be able to assist them as soon as possible, e.g. GP, the Sexual Health Service, or the School Nursing Service.

The pharmacy will ensure that the service is publicised at all times

Client eligibility criteria for Tier 1 Services

	TIER 1 SERVICES		
	C-Card scheme	Free pregnancy test	Chlamydia test kit
Inclusion criteria	Sexually active/inactive	Sexually active	Sexually active
	Resident in B&NES		
	Able to give their informed consent		
Minimum age	13 years old	13 years old	15 years old
Maximum age	24 years old	24 years old	24 years old
Exclusion criteria	Declared current possible symptoms of an STI		
	Not registered in C-Card scheme, card expired or supply limit reached	Pregnancy possible due to possible criminal act: refer to Bristol Sexual Assault Referral Centre (The Bridge) on 0117 342 6999	Possible infection due to possible criminal act: refer to Bristol Sexual Assault Referral Centre (The Bridge) on 0117 342 6999
Action if excluded	Refer to GP, Sexual Health Service at Riverside		

PROVISION OF TIER 2 SERVICES

Tier 2 services are:

All of the Tier 1 services defined above; and:

- The supply of emergency hormonal contraception free of charge to women aged over 13 years old and under 25 years old, under a Patient Group Direction (PGD)
- The supply of free treatment for chlamydia infection for people under 25 years old under a Patient Group Direction (PGD), and their partner(s) where appropriate

1. Emergency Hormonal Contraception

Pharmacists will supply Emergency Hormonal Contraception (EHC) to women in line with the requirements of the Patient Group Direction for Levonorgestrel 1500mg tablets

The supply will be free to all women of any age as long as clients are deemed to be Fraser competent.

Pharmacists will promote safer sex and the use of effective contraception.

Pharmacists will link into existing networks for community contraceptive services so that women who need on-going contraception can receive this through mainstream services and those who need to see a doctor can be referred on rapidly.

Women excluded under the PGD criteria will be referred to another local service as soon as possible, e.g. GP or the Sexual Health Service, or will be invited to buy the pharmacy medicine product if the client is excluded from service provision as part of the scheme⁵.

Pharmacy support staff must direct any request or queries regarding EHC provision directly to the pharmacist. Pharmacy support staff should not undertake a consultant on behalf of the pharmacist however may be present during the consultation at the request of the client.

A service will be provided that assesses the need and suitability for a woman to receive EHC, in line with the PGD. Where appropriate a supply will be made. Where a supply of EHC is not appropriate, advice and referral to another source of assistance will be provided as appropriate. Women who have exceeded the time limit for EHC will be informed about the possibility of use of an IUD and should be referred to a local service as soon as possible.

Inclusion and exclusion criteria, which are detailed in the PGD, will be applied during provision of the service

Pharmacists will ensure all staff including counter staff are familiar with the scheme and have up to date information concerning referral if this is deemed appropriate.

Pharmacists can use the request for EHC as an opportunity to offer the woman a chlamydia screen (if she is aged between 15-24 years of age) and will supply a female self-test kit at every EHC consultation. Where possible and appropriate, the pharmacist can also supply self-test kits for partner/s.

2. Treatment for chlamydia

Pharmacists will participate in the National Chlamydia Screening Programme by offering free treatment to people testing positive for Chlamydia (and their partners), under a PGD for Doxycycline.

A service will be provided that assesses the need and suitability for a client to receive treatment for Chlamydia infection under PGD, based on:

- Confirmation of a positive result from the Avon Chlamydia Screening Programme
- The client signing a form to confirm that they do not have any medical condition which would contraindicate Doxycycline treatment and that the Avon Chlamydia Screening Programme has described the treatment.

Where appropriate a supply will be made. Where treatment under the PGD is not appropriate, advice and referral to another source of assistance will be provided as appropriate.

Inclusion and exclusion criteria detailed in the PGD will be applied during provision of the service.

Clients excluded from the criteria will be referred to another local service that will be able to assist them as soon as possible, e.g. GP, the Sexual Health Service, or will be invited to purchase the Pharmacy medicine product if excluded from free supply.

⁵ EHC is available for sale in pharmacies as a Pharmacy medicine only in compliance with the requirements of the marketing authorisation for the over the counter product.

The pharmacist will advise the client of the need to refrain from any (genital) sexual activities for 7 days after treatment as per the PGD. Where a young person is doubtful of being able to refrain, the pharmacist should use the opportunity of treatment to promote safer sex, sign posting young people under 20 to the C-card scheme (vulnerable 20-24 year olds can be sign posted too). The pharmacist will advise that condoms are used and, at their discretion supply a pharmacy C-card condom pack to vulnerable young people who do not buy their own in this instance.

Client eligibility criteria – Tier 2 service:

	Provision of Levonorgestrel as Emergency Hormonal Contraception by PGD	Provision of Doxycycline for treatment of Chlamydia by PGD
Inclusion criteria	The client had unprotected intercourse within the last 72 hour period	Clients presenting with uncomplicated genital tract Chlamydia, confirmed by positive Chlamydia test, or a known contact of a person with a positive Chlamydia test
	Failure of other form of contraceptive method	Risk of pregnancy is nil or negligible
Minimum age	13 years old	14 years old
Maximum age	24 years and 11 months	25 years old
Exclusion criteria	Please see individual PGD	Please see individual PGD
Action if excluded	Refer to GP, GUM or CaSH clinic	Refer to GP or Sexual Health Service

Provision of service

Pharmacies offering either Tier 1 or Tier 2 services are expected to offer the services listed in the Tiers as detailed above in their entirety.

Pharmacies have a duty to ensure that all pharmacists and staff involved in the provision of the service are aware of, and operate within, pharmacy Standard Operation Procedures (SOPs) where appropriate

Support and advice

Pharmacies will provide support and advice to all clients accessing either Tier 1 or Tier 2 services, including:

- Advice on the avoidance of pregnancy and sexually transmitted infections (STIs) through safer sex and effective condom use
- Advice on the use of regular and emergency contraceptive methods
- Signposting to services that provide long-term contraceptive methods and diagnosis and management of STIs
- Offer and provide chlamydia testing kits

The pharmacy will ensure that

- It has appropriate provided health promotion material available for the client group and actively promotes its uptake
- The pharmacy is able to discuss the contents of the health promotion material with the client in a young person friendly and discreet manner where appropriate
- All pharmacy staff are aware of, and able to discuss chlamydia screening and treatment with the client

- The pharmacy reviews its standard operational procedures and the referral pathways for the service on an annual basis
- The pharmacy participates in regular audit of service provision
- The pharmacy participates with B&NES Council or Virgin Care arranged assessment of service user experience – such as mystery shopping exercises – to monitor quality

The pharmacy will ensure that the service will be provided in compliance with Fraser guidance⁶ and Department of Health guidance on confidential sexual health advice and treatment for young people aged under 16⁷.

Verbal and written advice on the avoidance of STIs and the use of regular contraceptive methods, including advice on the use of condoms, will be provided to the client. This should be supplemented by a referral to a service that can provide STI treatment, and further advice and care.

Pharmacies providing Tier 2 services must have an appropriate consultation room which provides a sufficient level of privacy (ideally at the level required for the provision of the Medicines Use Review service⁸) and safety and meets agreed criteria (clearly designated, seating for patient and pharmacist and sound-proof so that conversations cannot be overheard).

The pharmacy has a duty to ensure that all pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, including confidentiality, and client-centred communication skills

Days/Hours of operation

All pharmacies offering either Tier 1 or Tier 2 services are expected to offer the service for a minimum of five days per week.

SAFE (Sexual health Advice for Everyone) branding

SAFE is a quality standard branding scheme offered to all organisations in B&NES who provide sexual health information and services to young people.

SAFE is entirely young person focused. It has been designed by young people, for young people, and everything from the SAFE name and logo to the quality standards that makes a SAFE service SAFE, has been as a result of young people's hard work and consultation.

SAFE branded sexual health services for young people are services that are:

- **Accessible** to young people regardless of disability, gender, ethnicity, sexuality, locality or financial situation
- Provide **up to date** information and resources on a range of sexual health and relationship issues for all young people
- **Confidential**
- **Friendly**, welcoming and comfortable places for young people to be
- **Encouraging** and supportive of opportunities for young people to help services to continue to improve and develop, in both what services are provided and how they are provided

⁶ Fraser Guidelines (based on a House of Lords Ruling): A health professional can give advice or treatment to a person under 16 without parental consent providing they are satisfied that:

- The young person will understand the advice;
- The young person cannot be persuaded to tell his or her parents or allow the doctor to tell them that they are seeking contraceptive advice;
- The young person is likely to begin or continue having unprotected sex with or without contraceptive treatment; and
- The young person's physical or mental health is likely to suffer unless he or she receives contraceptive advice or treatment.

⁷ Guidance available at <http://www.dh.gov.uk/sexualhealth>.

⁸ The requirements for consultation areas are detailed in The Pharmaceutical Services (Advanced and Enhanced Services) (England) Directions 2005 as amended, <http://www.dh.gov.uk/assetRoot/04/10/75/97/04107597.pdf>

Whilst SAFE is for young people it also offers opportunities for sexual health services to:

- Be better promoted within B&NES
- Network with other SAFE services
- Be supported through SAFE resources and training

It is a requirement that all pharmacies providing Tier 1 and Tier 2 services are SAFE accredited and meet the SAFE Quality Standards. If pharmacies have not already done so, pharmacies will need to complete the SAFE toolkit and be verified. Once completed, the pharmacy will become SAFE accredited. Pharmacies will be provided with support/resources to achieve the accreditation and must complete accreditation by March 2015.

Training

Pharmacies have a duty to ensure that all pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, including confidential sensitive, client centred communication skills.

All pharmacists and staff involved in the provision of the service to the public must complete a four-part accreditation process before they start to provide the service which is:

- Successful completion of the CPPE Emergency Hormonal Contraception module
- Successful completion of the CPPE Safeguarding Children module
- DBS check
- Attendance and successful completion of the BaNES pharmacy accreditation training for the sexual health enhanced service

All pharmacists and staff involved in the provision of the service to the public must familiarize themselves with BaNES Local Safeguarding Children Board (LSCB) policy and procedures, available at www.bathnes.gov.uk/services/children-young-people-and-families/child-protection/local-safeguarding-children-board,

All pharmacists and staff involved in the provision of the service to the public must also attend refresher training at least once every two years. Information packs for staff will be provided by B&NES Council.

Pharmacies have a duty to ensure that all pharmacists and staff involved in the provision of the service are aware of and operate within pharmacy Standard Operating Procedures (SOPs) where appropriate.

SUPPORT FOR PHARMACIES

B&NES Council will continue to provide a training session before pharmacies can deliver the service. B&NES Council will then provide refresher training, which pharmacies must then attend at least once every two years.

B&NES Council will continue to arrange at least one contractor meeting per year to promote service development and update pharmacy staff with new developments, knowledge and evidence.

Pharmacies will record the relevant service information, for the purposes of audit and the monthly claiming of payment, using the framework provided. This will be via the PharmOutcomes system; however, Virgin Care reserves the right to provide and/or request an additional system or make changes to the framework if necessary. PharmOutcomes training will continue to be arranged by B&NES Council on behalf of pharmacies.

B&NES Council will continue to provide up to date details of other services which pharmacy staff can use to refer service users who require further assistance. The information will include the location, hours of opening and services provided by each service provider.

B&NES Council will continue to be responsible for the promotion of the service locally, including the development and distribution of publicity materials, which pharmacies can use to promote the service to the public.

SUB-CONTRACT PARTICULARS and SCHEDULES

B&NES Council will continue to be responsible for the provision of health promotion material, including leaflets on EHC, long-term contraception, Chlamydia screening and STIs to pharmacies.

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Not Applicable

J. Transfer of and Discharge from Care Protocols

Not Applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Not Applicable

SCHEDULE 3 – PAYMENT

PRICE & PAYMENT

Opioid substitution prescribing services payment

Pharmacies will be paid a fee of £1.00 each time they supervise opioid substitution (e.g. physeptone, methadone mixture and buprenorphine prescribing). Payments will be made monthly upon receipt of a completed claim form via Pharmoutcomes database.

NRT and Dispensing Payments

For each individual client complete the B&NES NRT Registration and NRT Transaction templates on Pharm Outcomes.

1. Monthly invoices will automatically be generated by Pharm Outcomes and paid on a monthly basis.
2. A fee of £2.00 will be paid for each NRT product dispensed by the pharmacy.

Stop Smoking Payments

1. Payments will be made for all activity recorded on Pharm Outcomes and successful 4-week quitters between the 1st April and 31st March of each financial year.
2. A successful quitter is as defined by not smoking for 28 days (-3days/+14 days) after their quit date.
3. Pharmacists will be paid £20 for every **completed** client activity recorded on Pharm Outcomes including lost to follow up/not quit. If a person is lost to follow up then the pharmacist must confirm on pharm outcomes that there have been attempts to contact the patient on at least 3 occasions via 2 different forms of communication. For example, telephone call, text and then a follow up letter.
4. A further £40 will be paid if the client is no longer smoking 28 days (-3days/+14 days) after they have set a quit date. This must be CO verified. If unable to CO verify contact specialist smoking service via the wellbeing service.
5. Pharm Outcomes will automatically generate monthly invoices for all recorded activity. Payment will be made monthly.

Sexual Health services payments

Payments

Set up grant

£250 for a pharmacy that has not previously been involved in the scheme to cover any additional training, start-up and administration costs, payable on first year of service only, and on first claim submission

Activity:

Tier 1 service

£2.50 for supply of condoms under the C Card scheme, for a maximum number of one consultation

£3.50 per pregnancy test kit provided from pharmacy stock

Tier 2 service

£10.00 per supply of EHC

£10.00 for each consultation with a chlamydia positive patient presenting for chlamydia treatment

£10.00 for each consultation with for referral of women who require emergency IUDs

Reimbursement of drug costs will be as per NHS BSA Drug Tariff at February 2016

Payment Schedule

See above for payment schedule.

All purchase order references will be provided by Virgin Care on contract signing.

This must be included on invoices in order for them to be paid.

Virgin Care shall not be obliged to pay an invoice submitted by the Provider in accordance with Contract clause 8.2 unless the Provider has submitted Monitoring in accordance with Contract clause.

SCHEDULE 4 – QUALITY REQUIREMENTS**A. Operational Standards and National Quality Requirements****A. Operational Standards and National Quality Requirements**

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Applicable Service Category
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Month	All

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

The following Local Quality Requirements shall apply to this Sub-Contract and to the provision of the Sub-Contracted services.

Opioid substitute prescribing services

Aim of service		
To provide supervised self-administration of opiate substitution therapy (e.g. physeptone, methadone mixture and buprenorphine) by patients referred from identified general practitioners (via Shared Care service with DHI, or Avon & Wiltshire Partnerships Specialist Drug & Alcohol Services (SDAS)).		
Quantity	Quality	Outcomes
Provide a service to all service users requiring opioid substitution therapy (e.g. physeptone, methadone mixture and buprenorphine).	<p>To guarantee staff providing the service are adequately and appropriately trained and are aware of the risks associated with handling controlled drugs.</p> <p>The service is inclusive and complies with the 2010 Equality Act</p>	<p>To reduce the risk to local communities:</p> <ul style="list-style-type: none"> • Overuse or underuse of medicines • Diversion of prescribed medicines onto the illicit drugs market • Accidental exposure to the supervised medicine • Support service users whose medication is part of their recovery goals.

Monitoring Data to be provided

- Monthly data will be uploaded on Pharmoutcomes database. This data will be used for monitoring the service, and to enable payments to be made to the pharmacy.

The following should be retained for inspection by the Contract Manager on request:

- Evidence that demonstrates that the service is being delivered in line with the quality standards listed in the table above.
- DBS Single Central Record for all staff working within the service.

Smoking Cessation

Aim of service		
To improve the health of the population of B&NES by providing help and support to those who want to stop smoking, or reduce the harm caused by smoking through the direct provision of stop smoking services.		
Quantity	Quality	Outcomes
<p>Advisors should aim for a success rate of at least 35% at 4 weeks, validated by carbon monoxide monitoring, or by client validation if unable to carry out a carbon monoxide test.</p> <p>This figure should be based on all those who start treatment, with success defined as not having smoked for 28 days (-3days/+14 days) after their quit date</p> <p>Success should be validated by a CO monitor reading of less than 10 ppm at the 4-week point. This does not imply that treatment should stop at 4 weeks.</p> <p>The pharmacy will ensure that at least 80% of quitters are validated using a Carbon Monoxide test 4 weeks after their quit date, or by client validation if unable to perform a carbon monoxide test. Details of how to do this are included in the training.</p>	<p>The qualifications, skills and knowledge base of staff proposed to deliver the service are in line with Level 2 Stop Smoking Advisor training requirements as per Schedule A.</p> <p>Staff are supported to undertake safeguarding training through the local safeguarding board or via CPPE online training module.</p> <p>The service is inclusive and complies with the 2010 Equalities Act</p> <p>To ensure the service proactively takes action to address health inequalities through the active engagement of specific groups such as BME groups and those where smoking prevalence is higher such as men, younger people aged 18 – 35, those with mental health conditions and those in routine and manual professions.</p>	<p>To support the reduction in smoking prevalence in B&NES</p> <p>To increase the number of people stopping smoking in B&NES.</p> <p>To reduce the harm from tobacco amongst adults and children in B&NES through helping people to quit and reducing exposure to secondhand smoke.</p>

MONITORING SCHEDULE: Not applicable

Monitoring Data to be provided: All activity relating to interventions with clients for stop smoking support and NRT provision should be recorded on the specified B&NES templates on Pharm Outcomes. Activity must be recorded on pharm outcomes within 3 months of the actual activity in order to receive payment. Activity older than 3 months will not be reimbursed.

The following should be retained for inspection by the Contract Manager on request: Evidence that demonstrates that the service is being delivered in line with the quality standards listed in the table above.

SUB-CONTRACT PARTICULARS and SCHEDULES

Sexual Health services

Aim of service		
To provide modern and high quality provision of sexual health services in community pharmacy by delivering condom distribution, pregnancy testing, chlamydia testing and emergency contraception to key cohorts		
Quantity	Quality	Outcomes
Provide a service to all service users requiring sexual health advice and interventions delivering either Tier 1 or Tier 2 services	<p>The pharmacy has appropriate NHS B&NES provided health promotion material available for the client group and actively promotes its uptake.</p> <p>The pharmacy meets the SAFE quality criteria to enable the practice to be branded as meeting the needs of young people.</p> <p>The pharmacy is able to discuss the contents of the health promotion material with the client</p> <p>The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis</p> <p>The pharmacy participates in regular audit of service provision.</p> <p>The pharmacy co-operates with B&NES Council or Virgin Care led assessment of service user experience e.g. through periodic 'mystery shopping' exercises to monitor quality</p> <p>Pharmacists and appropriate support staff attend a B&NES Council organised update meeting as appropriate</p>	<p>To increase usage of pregnancy testing by women who have had unprotected sex</p> <p>To increase the uptake of condoms through the C-Card scheme</p> <p>To increase the uptake of EHC by women who have had unprotected sex thereby contributing to a reduction in the number of planned pregnancies</p> <p>To increase the uptake of people aged 15-24 who accept a chlamydia test</p> <p>To increase the uptake of people aged 15-24 diagnosed with chlamydia accessing treatment, thereby contributing to a reduction in the overall level of chlamydia infection</p>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Report Required	Reporting Period	Format of Report	Timing and Method for delivery of Report
Not Applicable			

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Sub-Contractor Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE

Not Applicable

PART B: SUB-CONTRACT CONDITIONS

1. Operation of this Sub-Contract

1.1 The Head Provider has entered into the Head Contract with the Commissioner(s), and under this Sub-Contract agrees with the Sub-Contractor that the Sub-Contractor will perform certain of the services under the Head Contract on the Head Provider's behalf. The rights and obligations of the Head Provider and the Sub-Contractor are set out in the Sub-Contract Particulars and Schedules and in the Service Conditions and General Conditions as amended or added to by these Sub-Contract Conditions.

2. Interpretation

2.1 The Service Conditions and General Conditions in the Head Contract are incorporated into and form part of this Sub-Contract, as modified by this Sub-Contract. Any reference to any Schedule or the Particulars in the Service Conditions or General Conditions will, for the purposes of this Sub-Contract, be interpreted as referring to the corresponding element of the Sub-Contract Particulars and Schedules.

2.2 Except as provided expressly in these Sub-Contract Conditions, terms as defined in the Head Contract will have the same meaning when used in this Sub-Contract.

2.3 Definitions:

General Conditions and **Service Conditions**: the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract 2021/22 (Shorter Form).

Head Contract: the contract between the Commissioner and the Head Provider in the form of the NHS Standard Contract 2021/22 (Shorter Form).

Sub-Contract Services: the services specified in Schedule 2A.

2.4 Except as provided expressly in this Sub-Contract, the rules of interpretation in the Head Contract will apply to this Sub-Contract.

2.5 For the purposes of this Sub-Contract, and unless the context otherwise requires, the following references in the Service Conditions and General Conditions will be interpreted as follows:

Term:	meaning for this Sub-Contract:
"Commissioner", "Relevant Commissioner", "Responsible Commissioner" or "Co-ordinating Commissioner"	Head Provider
"this agreement", "this Contract" or "Contract"	(this) Sub-Contract
"Parties"	the Head Provider and Sub-Contractor
"Provider"	Sub-Contractor
"Services"	Sub-Contract Services
"Sub-Contract", "Sub-Contractor", etc.	Sub-Sub-Contract, Sub-Sub-Contractor, etc.

2.6 The Schedules, as well as the Service Conditions and General Conditions (as amended) form part of this Sub-Contract and will have effect as if set out in full in the body of this Sub-Contract. Any reference to this Sub-Contract includes the Schedules.

2.7 If there is any conflict or inconsistency between the sections of this Sub-Contract, the following order of

priority applies:

- 2.7.1 the Sub-Contract Conditions;
- 2.7.2 the Sub-Contract Particulars and Schedules
- 2.7.3 the Service Conditions and General Conditions.

2.8 The following definitions will apply in addition to, or instead of, the definitions in the Head Contract:

Authorised Person	the Head Provider is added to the list of Authorised Persons.
Price	the price as set out in Schedule 3.
Referrer	the Head Provider is added to the entities listed in this definition.

3. Commencement and duration

3.1 This Sub-Contract comes into force on the Effective Date and will continue in force until the Expiry Date unless:

- 3.1.1 it is terminated earlier in accordance with GC17; or;
- 3.1.2 the Head Contract is terminated for any reason, in which case this Sub-Contract will (unless the Parties agree otherwise in writing) terminate immediately and automatically, without further action being necessary by the Parties, and subject to all the rights of the Parties accrued up to the date of termination; or
- 3.1.3 the Commissioner, in accordance with the Head Contract, requires the removal of the Sub-Contractor, or the termination of this Sub-Contract or any Sub-Contract Service.

3.2 Delivery of the Sub-Contract Services will begin on the Service Commencement Date (unless the Head Provider notifies a different date to accord with service delivery under the Head Contract, or the Parties agree otherwise).

4. Co-operation

4.1 The Sub-Contractor will co-operate with the Head Provider and (where requested) directly with the Commissioner in order to ensure effective delivery of the Sub-Contract Services. Where the Sub-Contractor informs the Head Provider of issues which require action under the Head Contract or under any related sub-contract, the Head Provider will endeavour to resolve those issues with the Commissioner or with the relevant sub-contractor.

4.2 The Sub-Contractor must deliver the Sub-Contract Services and perform its obligations under this Sub-Contract in such a manner as to ensure the Head Provider is able to comply with its obligations under the Head Contract insofar as those obligations relate to, depend on or may be affected by the Sub-Contract Services, including compliance by the Sub-Contractor with any positive or negative obligation.

5. Payment

5.1 In consideration of the Sub-Contractor's provision of the Sub-Contract Services, the Head Provider will pay to the Sub-Contractor the Price as set out in Schedule 3.

5.2 Unless stated otherwise in Schedule 3, the Sub-Contractor must invoice the Head Provider, within 10 days

of the end of each month, the Price in respect of the Sub-Contract Services provided in the preceding month together. Each invoice must contain and be accompanied by such information and be addressed to such individual as the Head Provider may inform the Sub-Contractor from time to time.

- 5.3 The Head Provider must pay each undisputed invoice received in accordance with clause 5.2 within 30 days of receipt. Payment is exclusive of any applicable VAT for which the Head Provider will be additionally liable to pay the Sub-Contractor upon receipt of a valid tax invoice at the prevailing rate in force from time to time.
- 5.4 If a Party contests in good faith any part of any payment calculated in accordance with this Sub-Contract the contesting Party must promptly notify the other Party, and any uncontested amount must be paid in accordance with this Sub-Contract. If the matter has not been resolved within 20 Operational Days of such notification, the contesting Party must refer the matter to Dispute Resolution.

6. Alterations to Service Conditions and General Conditions for the purposes of this Sub-Contract

6.1 The following provisions are deleted:

Service Conditions (SC): SC 4.2, 6.3, 29.1 and 36.1 to 36.27

General Conditions (GC): GC1.1, 1.2, 3, 10.1, 13.2, 13.4, and 21.9

and any cross-references to those provisions are also deleted.

6.2 In the following provisions, references to the "Commissioner", "Commissioners" or "Co-ordinating Commissioner" (as applicable):

6.2.1 will continue to refer to the Commissioner:

Service Conditions (SC): SC5.1, 23.2, 24.3, 28.5, 30.3, and (where the term "Commissioner" is used in relation to its being the Responsible Commissioner) SC36.31.3 and 36.31.6

General Conditions (GC): GC21.13

Definitions: "Best Practice", "Local Counter Fraud Specialist" and "Service User"

6.2.2 will refer to the Commissioner and the Provider:

General Conditions (GC): 21.18, 22.4, 23.3

and any reference in those provisions to a request or notice being given by a Commissioner will be deemed to apply where such a request or notice is given directly or is passed on to the Sub-Contractor by the Head Provider.

6.3 The following provisions will be amended (or will apply) as set out or described below:

Service Conditions:

SC23 (Service User Health Records)	The words "for whom that Commissioner is responsible" will be deemed deleted from SC23.2 the purposes of this Sub-Contract.
SC33.5 (Incidents Requiring Reporting)	The right to use information provided by the Sub-Contractor in any report made in connection with Serious Incidents is available to the Commissioner as well as to the Head Provider.

General Conditions:

<p>GC13.4 (Variations)</p>	<p>Notwithstanding the deletion of GC13.4, the Parties acknowledge that the Head Provider must comply with National Variations and that the Head Contract (and consequently this Sub-Contract) may be terminated for non-acceptance of a National Variation, and accordingly the Parties will co-operate to agree to vary this Sub-Contract to the extent necessary to enable the Head Provider to comply with National Variations.</p>
<p>GC14.2 (Dispute Resolution)</p>	<p>The words "by NHS Improvement and NHS England (where the Provider is an NHS Trust or an NHS Foundation Trust), or" are deleted.</p>
<p>GC16 (Suspension)</p>	<p>The Head Provider may also suspend the Sub-Contract Services where those services are suspended by the Commissioner under the Head Contract.</p>
<p>GC17.4.1 (Termination)</p>	<p>The notice period is extended from 20 Operational Days to 40 Operational Days where the Head Provider's failure to pay is due to the failure of the Commissioner to pay under the Head Contract and the words "Expected Annual Contract Value" will be read as the expected Price per Sub-Contract Year (if any).</p>
<p>GC20.3 (Confidential Information)</p>	<p>A new GC20.3.6 is added as follows: "20.3.6 or (where the disclosing Party is the Head Provider) to the extent that the Head Provider is required to disclose such information under the Head Contract".</p>
<p>GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency)</p>	<p>The provisions of GC21.13 of the Head Contract will also apply to this Sub-Contract if such information is required by the Commissioner.</p> <p>The Sub-Contractor acknowledges that the Head Provider may be, and the Commissioner is, subject to the requirement of the FOIA. The Sub-Contractor must assist and co-operate with the Head Provider to enable it to comply with its disclosure obligations under FOIA, if any, and to meet its obligations to the Commissioner under GC21.18 of the Head Contract.</p> <p>GC21.18 to GC21.22 will only apply to the Sub-Contract if either the Head Provider or the Sub-Contractor is a public body.</p>
<p>GC22.2 (Intellectual Property)</p>	<p>The licence of Sub-Contractor Deliverables granted by the Sub-Contractor under GC22.2 will apply in favour of the Commissioners for the purposes set out in GC22.2, and in favour of the Head Provider for the purposes of receiving the Sub-Contract Services and performing its obligations under the Head Contract.</p> <p>GC22.3.2 will not apply to this Sub-Contract, notwithstanding that the Sub-Contractor may apply to NHS England's NHS Identity team for permission to use the NHS Identity where it does not otherwise have permission to use the NHS Identity.</p>
<p>GC29 (Third Party Rights)</p>	<p>The following text will be added after GC29.1.6: "and for the avoidance of doubt the Commissioner may enforce any provision of this Sub-Contract to the extent that it is expressed as applying in favour of the Commissioner".</p>

6.4 The following time periods are amended as set out below in order to allow for related actions under the Head Contract:

SERVICE CONDITIONS and GENERAL CONDITIONS

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
SC30.2	5 Operational Days (for notification of the activation of the Sub-Contractor's Incident Response Plan, etc.)	4 Operational Days
SC36.29	20 Operational Days (for the Head Provider to reimburse statutory benefits)	24 Operational Days
GC11.4 and 11.5	5 Operational Days (for Sub-Contractor to provide information about Indemnity Arrangements) and 10 Operational Days (to provide evidence of post-termination cover)	4 Operational Days and 8 Operational Days respectively
GC 15.6	10 Operational Days (for notification to appoint an Auditor)	8 Operational Days
GC17.5.4	20 Operational Days (for Sub-Contractor to remedy breach)	16 Operational Days
GC21.18.3 and 21.18.4	2 Operational Days (for Sub-Contractor to provide a copy of or transfer an FOIA request)	1 Operational Day in each case
GC21.18.6	5 Operational Days (for Sub-Contractor to provide relevant information)	4 Operational Days

SERVICE CONDITIONS

[refer to the NHS Standard Contract 2021/22 (Shorter Form) Service Conditions]

GENERAL CONDITIONS

[refer to the NHS Standard Contract 2021/22 (Shorter Form) General Conditions]

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- ⁱ B&NES NRT Guidance (2014)
 - ⁱⁱ B&NES Harm Reduction Policy (2014)
 - ⁱⁱⁱ B&NES Tobacco Action Network E-Cigarette Guidance (2016)