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NHS Standard Contract 2024/25

Particulars (Shorter Form)

Contract title:	<i>Smokefree Hampshire and Isle of Wight, Patient Group Direction (PGD) for the supply of Varenicline and Cytisine tablets</i>
Contract ref:	<i>Thrive Tribe – Smokefree Hampshire & IoW</i>

Version 1, February 2025

Prepared by: NHS Standard Contract team, NHS England
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DATE OF CONTRACT	21/02/2025
SERVICE COMMENCEMENT DATE	01/04/2025
CONTRACT TERM	1 years/months commencing 01/04/2025 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	Hampshire County Council, Isle of Wight Council
CO-ORDINATING Commissioner <i>See GC10</i>	Hampshire County Council, Isle of Wight Council
PROVIDER	Thrive Tribe Ltd Principal and/or registered office address: 167-169 Great Portland St, London, W1W 5PF Company number: 06763541

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Definitions and Interpretation

CONTRACT

Contract title: Provision of PGF for Varenicline and Cytisine for Stop Smoking Services

Contract ref: Thrive Tribe Ltd, Hampshire and Isle of Wight

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*);
2. the **Service Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>;
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

- (i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

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

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title
and on behalf of
Hampshire and Isle of Wight County
Council **Date**

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title
and on behalf of
[INSERT PROVIDER NAME] **Date**

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date <i>See GC2.1</i>	21/02/2025
Expected Service Commencement Date <i>See GC3.1</i>	01/04/2025
Longstop Date <i>See GC4.1</i>	N/A
Contract Term	1 years/months commencing 01/04/2025 (or as extended in accordance with Schedule 1C)
Commissioner option to extend Contract Term <i>See Schedule 1C, which applies only if YES is indicated here</i>	YES
Notice Period (for termination under GC17.2)	1 months
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. <i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.</i>
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 (non-emergency) (PT)	
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	Dr Richard Pile, Medical Director, Thrive Tribe Ltd Email: richard.pile@thrivetribe.org.uk Tel: 07742 654007
Provider's Information Governance Lead	Oliver Langford Email: oliver.langford@thrivetribe.org.uk Tel: 07595 451396

Provider's Data Protection Officer (if required by Data Protection Legislation)	Oliver Langford Email: oliver.langford@thrivetribe.org.uk Tel: 07595 451396
Provider's Caldicott Guardian	Jackie Williams Email: Jackie.williams@thrivetribe.org.uk
Provider's Senior Information Risk Owner	Tim Roberts Email: tim.roberts@thrivetribe.org.uk
Provider's Accountable Emergency Officer	Andy Emerson Email: Andrew.emerson@thrivetribe.org.uk
Provider's Safeguarding Lead (children) / named professional for safeguarding children	Jackie Williams Email: Jackie.williams@thrivetribe.org.uk
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	Jackie Williams Email: Jackie.williams@thrivetribe.org.uk
Provider's Child Sexual Abuse and Exploitation Lead	N/A
Provider's Mental Capacity and Liberty Protection Safeguards Lead	Jackie Williams Email: Jackie.williams@thrivetribe.org.uk
Provider's Freedom To Speak Up Guardian(s)	Trev Mealing Email: trevor.mealing@thrivetribe.org.uk
CONTRACT MANAGEMENT	
Addresses for service of Notices <i>See GC36</i>	Co-ordinating Commissioner: Hampshire County Council Address: The Castle, Winchester, SO23 8UJ Email: Fatima.Ndanusa@hants.gov.uk
Commissioner Representative(s) <i>See GC10.2</i>	Fatima Ndanusa Address: The Castle, Winchester, SO23 8UJ Email: Fatima.Ndanusa@hants.gov.uk
Provider Representative <i>See GC10.2</i>	Andy Emerson, Director of Operations, Thrive Tribe Ltd Address: 167-169 Great Portland St, London, W1W 5PF Email: andrew.emerson@thrivetribe.org.uk Tel: 07540 108893

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

1. Evidence of appropriate Indemnity Arrangements
2. [Evidence of CQC registration (where required)]
3. [Evidence of the Provider Licence (where required)]
4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]*
5. [Insert text locally]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

1. The Commissioners may opt to extend the Contract Term twice by up to 12 months months/year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than [6] months before the Expiry Date as at the date of the written notice.
3. The option to extend the Contract Term may be exercised in conjunction with any variation to the Contract permitted by and in accordance with GC13 (*Variations*).
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the 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

Hampshire and Isle of Wight Stop Smoking Service

SPECIFICATION FOR

STOP SMOKING SERVICES

1st April 2024 – 31st March 2029

(with option to extend to 3 x one years)

Introduction and service summary

Local Context and Local Needs Assessment

In 2022, it was estimated that 10.5% of the adult residents in Hampshire smoked, ranging from 5.5% in Winchester to 18.4% in Rushmoor. Modelling suggests that smoking could cost the Hampshire economy £1.1bn each year, a figure that is broken down into losses in economic productivity (£682m), social care costs (£329m), healthcare costs (£41m) and fire costs (£5m). The [Hampshire Tobacco Control Strategy](#) states that 4,522 residents die, and 8,631 residents are admitted to hospital each year because of smoking.

Hampshire's local smoking data can be found on the [Local Tobacco Control Profiles](#). In terms of some of Hampshire's priority populations:

- 8.6% of pregnant women smoked at the time of delivery, in line with the national and regional average.
- 21.1% of adults in routine and manual occupations are current smokers, in line with the national and regional average.
- 21.4% of adults with a long-term mental health condition are current smokers, which is lower than the national average and in line with the regional average.

In 2022, it was estimated that 9.5% of the adult residents on the Isle of Wight smoked. Modelling suggests that smoking could cost the Isle of Wight economy £114.1m each year, a figure that is broken down into losses in economic productivity (£65.1m), social care costs (£43.9m), healthcare costs (£4.4m) and fire costs (£652k). On the Isle of Wight between 2017 and 2019, smoking was responsible for 612 deaths in people aged 35 years and older.

Aims and objectives of service

The aim of the service is to provide a stop smoking service for Hampshire that contributes to the reduction in the prevalence of tobacco and nicotine use, and in tobacco-related health inequalities.

The objectives are to:

- Increase the number of people who make aided quit attempts and successfully quit tobacco and nicotine, with a focus on local priority groups.
- Work collaboratively to support people who are nicotine dependent and want to quit, by providing access to person-centred, evidence-based behavioural support and stop smoking aids.
- Work in partnership and collaborate with other organisations across systems to promote quitting and establishing a smokefree and nicotine-free culture.

Target populations and priority groups

The service will be for all smokers over the age of 12 years old in Hampshire and the Isle of Wight with a focus on the following priority (high risk/high prevalence) groups:

- Sociodemographic groups:
 - People living in the 20% most deprived areas nationally (i.e. resident postcode is in a Lower Super Output Area (LSOA) ranked between 1 and 6,569 on the [2019 Index of Multiple Deprivation](#)).
 - People who fall into the following socio-economic classifications:
 - Routine occupation (NS-SEC Analytic Class 7)
 - Never worked and long-term unemployed (NS-SEC Analytic Class 8)
 - GP Registered Carers
 - People living in social housing
 - People with complex needs, including:
 - People experiencing homelessness
 - People in contact with the criminal justice system
 - People from ethnic minority backgrounds
 - Gypsy, Roma, and Traveller communities
 - Members of the LGBTQ+ community
- Children and young people aged 12 years and above
- Clinical groups (self-reported):
 - People diagnosed with a severe mental illness
 - Pregnant women and their household members

- People with drug and/or alcohol dependence
- People with a chronic respiratory condition such as asthma or Chronic Obstructive Pulmonary Disease

Eligibility criteria

The provider will apply the following criteria to assess a person’s suitability for the service. They should be:

- 12 years old or over and live, work, study or be registered with a GP in Hampshire or the Isle of Wight
- Current user of nicotine or tobacco product

Exclusion criteria

Anyone under 12 years of age cannot be treated within the service and should be referred to their GP or other professional as appropriate.

Where a smoker falls under the cautionary groups for pharmacotherapy (e.g. young people aged 12 to 17 years old, pregnant women, breastfeeding women and people who have unstable cardiovascular disorders) they will be treated at the discretion of the service, based on knowledge and competence as indicated in NICE guidelines

Key Performance Measures

As a subcontractor for Thrive Tribe, we expect the Service Provider to meet the below key performance measures.

KPI	
Successful quitters at 4 weeks (CO verified)	60%
CO validated quitters, as a percentage of successful quitters at 12 week quits	50%
All data captured and uploaded onto PharmOutcomes within 24 hours	
All data submitted is accurate and meets service specification	
All prescribed pharmacotherapy to be recorded on PharmOutcomes	

*Thrive Tribe requires all pharmacies to use and record information on PharmOutcomes.

SCHEDULE 2 – THE SERVICES

A. Indicative Activity Plan

Applicable

G. Other Local Agreements, Policies and Procedures

Applicable

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Pharmacies should follow own safeguarding policies. Thrive Tribe safeguarding policy can be requested.

SCHEDULE 3 – PAYMENT

A. Local Prices

- Pharmacy to invoice Thrive Tribe (Smokefree Hampshire and Isle of Wight) each month.
- Invoices must reach Thrive Tribe by the 1st of each month for processing.
- Invoices will be paid within 30 days of receipt by Thrive Tribe Ltd.
- If a pharmacy has continued to dispense Varenicline or Cytisine under the attached PGD's to patients who have relapsed during the treatment programme, Smokefree Hampshire and isle of Wight will not be held responsible for reimbursing the cost of medication.
- Failure to adhere to the above rules will result in rejection of payment and immediate suspension of PGD for the pharmacist who breached the above rules.

Payment details:

Initial registration and starter pack supply via PGD.

- **£15** for one off consultation fee (including service fee) plus medication (Varenicline or Cytisine) drug tariff cost (5% VAT) minus NHS prescription levy charge, if the patient pays levy prescription charge.

Follow up appointments and medication supply.

- **£6** service fee, plus medication (Varenicline or Cytisine) drug tariff cost (5% VAT) minus NHS prescription levy charge, if the patient pays levy prescription charge.

B. Local Variations

Not Applicable

PGD and Service Level Agreement

This document does not serve as a Service Level Agreement. A separate document will be available via email.

Please see links below for PGD agreements for Varenicline and Cytisine.

Embed here!

Local variations -

SCHEDULE 3 – PAYMENT

C. Expected Annual Contract Values

Not Applicable

(See SC36.10-11: specify the proportion of the Expected Annual Contract Value to be invoiced each month, if that is to be anything other than one twelfth of the Expected Annual Contract Value.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at <https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/>.)

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

	Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
1	Robust standard operating procedure in place	Evidence of SOP in place	Quarterly audit	
2	All pharmacies have received minimum standard of training	Minimum standard training	Quarterly audit	
3				
4				

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

		Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally				
1	As specified in the Schedule of Approved Collections published at: https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally				
1	Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.12</i>)	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
2	Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
3	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
4	Summary report setting out relevant information on Patient Safety Incidents and the progress of and outcomes from investigations into such Incidents, as agreed with the Co-ordinating Commissioner	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
Local Requirements Reported Locally				
1	Insert as agreed locally			The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Provider Data Processing Agreement

Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting 'Schedule 6E Provider Data Processing Agreement' available via <http://www.england.nhs.uk/nhs-standard-contract/>).

If the Provider is not to act as a Data Processor, state **Not Applicable**

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

Not Applicable

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Contact: england.contractshelp@nhs.net

This publication can be made available in a number of alternative formats on request

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