**LOCALLY COMMISSIONED SERVICES**

**A G R E E M E N T**

Southampton City Council

Civic Centre

Civic Centre Road

Southampton

SO14 7LY

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SCHEDULE 1 Service Specifications

**This Agreement** is made the [ ] day of [month] 2020

**Between**

**Southampton City Council of Civic Centre, Southampton, SO14 7LT** (“the Council”)

**And**

**[INSERT NAME/BRANCH OF PHARMACY]**

Both a “Party” and together the “Parties”.

**Whereas:**

1. The Parties have agreed that the Service Provider shall provide the services as detailed in Schedule 1 (Service Specifications) in accordance with the terms and conditions of this Agreement.
2. The Service Provider referred to in this Locally Commissioned Service (LCS) Agreement is deemed to employ appropriately trained staff working under the direction of the Service Provider who has been engaged to provide the service.
3. The Service Specifications included at Schedule 1 form the basis for the delivery of a locally commissioned service.

**It is hereby agreed as follows:**

1. **Commencement and Duration**
	1. This Agreement shall take effect on (1/04/2020) (the “Commencement Date”) and shall continue in full force until (31/03/2021) (the “End Date”) unless otherwise terminated in accordance with the provisions of this Agreement.
	2. The Council may extend the term of this Agreement at its absolute discretion by up to 12 months on giving the Service Provider no less than 3 months’ written notice of such intention before the End Date, such notice to be issued separately for each service under this Agreement, as detailed in Schedule 2 (Location of and services to be provided).
	3. If this Agreement is extended, this Agreement shall continue in full force and effect on the terms then prevailing subject to any amendments to the Agreement between the Parties, which shall be agreed in writing and signed by both Parties.
2. **Relationship between the Parties**
	1. The Service Provider is an independent provider of general practitioner services and is not an employee, partner or agent of the Council. The Service Provider must not allow its employees or agents to represent or conduct its activities in a manner so as to give the impression that the Service Provider is an employee, partner or agent of the Council.
	2. Without prejudice to any rights or remedies of the Council, the Service Provider shall indemnify the Council and keep the Council indemnified in full against any expense, liability, loss, claim, fine, cost or proceeding whatsoever incurred by or made against the Council arising directly or indirectly out of the wrongful act, default, breach of contract or negligence of the Service Provider, its subcontractors, employees or agents in the course of the provision of the services detailed in Schedule 1, or otherwise in connection with this Agreement.
	3. Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.
	4. Subject to the express terms and conditions of this Agreement, while exercising and discharging its rights and obligations under the Agreement, both parties must act reasonably, responsibly and in good faith.
	5. The Council must act reasonably and in good faith and as a responsible public body is required to discharge its functions under any relevant laws, acts and statutory legislations.
	6. The Service Provider shall not, without the written consent of the Council, assign or sub-contract the benefit or burden of the whole or any part of this Agreement. No sub-contracting by the Service Provider shall in any way relieve the Service Provider of any of its responsibilities under this Agreement.
	7. The Council may give, sell, assign or otherwise dispose of the benefit of its rights under this Agreement to other Local Government Authorities.
3. **Confidentiality and Obligations under the Freedom of Information Act 2000 and other Legislation**

3.1 For the purpose of this clause 3:

 **“Codes of Practice”** means the Codes of Practice on the Discharge of Public Authorities’ Functions and on the Management of Records issued pursuant to Sections 45 and 46 of the FOIA and any similar or subsequent codes or guidance issued in relation to the Council’s FOIA obligations, as amended, updated and replaced from time to time;

 **“Confidential Information”** means information, data and material of any nature, and held in any form or medium, which either Party may receive or obtain in the performance of or in connection with this Agreement;

 **“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”** have the same meaning as given in the GDPR;

 **“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

 **“Data Protection Legislation”** means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

 **“Data Protection Impact Assessment”** means an assessment by the Controller of the impact of the envisaged processing of Personal Data”;

 **“Data Subject Access Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

 **“Discloser”** means any Party who discloses Confidential Information to the other Party;

 **“DPA 2018”** means the Data Protection Act 2018, as amended from time to time, or as otherwise superseded or amended by any subsequent statute, statutory provision or subordinate legislation;

 **“EIR”** means the Environmental Information Regulations 2004 and any subsequent regulations issued from time to time;

 **“FOIA”** means the Freedom of Information Act 2000, as amended from time to time;

 **“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679);

 **“LED”** means Law Enforcement Directive (Directive (EU) 2016/680);

  **“Protective Measures”** means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

 **“Recipient”** means any party that obtains or receives Confidential Information from the Discloser;

 **“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Service Provider relating to this Agreement.

3.2 Subject to the remainder of this clause 3, the Parties undertake to keep strictly confidential and shall not disclose any Confidential Information to any third party without the prior written consent of the other Party provided that:

3.2.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement;

3.2.2 this clause 3.2 shall not apply to any Confidential Information which:

3.2.2.1 is in or enters the public domain other than by breach of this Agreement or any other act or omission by the Recipient;

3.2.2.2 is obtained by a third party who is lawfully authorised to disclose it;

3.2.2.3 is authorised for release by the prior written consent of the Discloser;

3.2.2.4 the disclosure of which is required to ensure the Council’s compliance with the FOIA and/or Codes of Practice; or

3.2.2.5 where disclosure of Confidential Information is required pursuant to judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law;

3.3 The Service Provider acknowledges that the Council is subject to obligations under the Data Protection Legislation, FOIA and EIR and, to the extent that they apply to the Service Provider’s performance of its obligations under this Agreement, the Service Provider shall act in accordance with the Data Protection Legislation, FOIA, the Codes of Practice, the EIR and any other similar codes of practice or guidance notified to the Service Provider from time to time.

3.4 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Service Provider is the Controller and the Processor.

3.5 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement, process that Personal Data only in accordance with the GDPR.

3.6 The Service Provider warrants to the Council that it will process Personal Data in compliance with all Applicable Laws and the Service Provider shall indemnify the Council and keep the Council indemnified from and against all claims by any Data Subjects arising from or relating to any breach of this clause 3 by the Service Provider.

3.7 The Service Provider agrees to notify the Council as soon as reasonably practicable upon becoming aware of any breach, or suspected breach, of any Applicable Law or other duty, stated or implied, relating to the confidentiality or security of Personal Data.

3.8 The Service Provider agrees:

3.8.1 and consents to the Council providing or disclosing Confidential Information where such disclosure is necessary in order for the Council to discharge its obligations under the FOIA;

3.8.3 to the Council publishing information provided to the Council by the Service Provider in the Council’s Publication Scheme as required by the FOIA;

3.8.4 that the decision on whether or not any exemption applies to a request for disclosure made under the FOIA is a decision solely for the Council;

3.8.5 that where the Council is managing a request for disclosure of information pursuant to the FOIA, the Service Provider will cooperate with the Council and will respond to any request by the Council for assistance within 5 Working Days;

3.8.6 that, without prejudice to clause 2, the Service Provider shall not engage a sub-contractor without obtaining prior specific or general written authorisation of the Council. In the case that general written authorisation is given by the Council, the Service Provider shall inform the Council of any intended changes concerning the addition or replacement of other sub-contractors and the Council will have the opportunity to object to such changes;

3.8.7 that, subject to written authorisation being granted under clause 2.6, where the Service Provider wishes to engage a sub-contractor pursuant to the terms of this Agreement, the Service Provider shall procure from such sub-contractor an undertaking to comply with the obligations of this clause 3 in a form approved by the Council and in the event that the sub-contractor engaged by the Service Provider fails to fulfil its data protection obligations in accordance with such undertaking the Service Provider remains fully liable to the Council for the performance of the sub-contractor’s obligations;

3.9 The Council will consult with the Service Provider prior to disclosing any of the Service Provider’s Confidential Information pursuant to a request for such information under the FOIA.

3.10 The provisions of this clause 3 shall survive and remain in full force upon and following the termination of this Agreement.

3.11 The Service Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, losses, charges and expenses whatsoever in respect of any breach by the Service Provider of this clause 3.

## 3.12 Notwithstanding any other provision of this Agreement the Parties acknowledge and agree that except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the content of this Agreement is not Confidential Information.

## 3.13 The Service Provider acknowledges that the Council may be subject to governmental codes of practice or guidance relating to a transparency agenda, including the policy of publishing contracts and all other documents relating to public procurement activity, such as for example the 27 February 2015 document “Local Government Transparency Code 2015”. Accordingly and notwithstanding any other provision of this Agreement, the Service Provider hereby gives its consent for the Council to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Agreement. In relation thereto the Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion. The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Agreement or any other documents relating to the public procurement activity from which this Agreement resulted in accordance with the aforementioned governmental transparency agenda.

**4. Service Provider’s Personnel**

 4.1 The Service Provider and its agents and/or employees shall carry out its obligations under the Agreement, as detailed in the Service Specifications included in Schedule 1, in a timely manner and with reasonable care and skill.

 4.2 The Service Provider and its agents and/or employees must have undertaken the necessary training and achieved accreditation where appropriate to deliver the service. They must adhere fully to section 4 of the Service Specifications included in Schedule 1.

 4.3 If the Service Provider wishes to make permanent changes to personnel accredited to perform the Services, it shall notify the Council in writing at least 28 days in advance of the date on which a change is to occur.

 4.4 The replacement personnel must be accredited in accordance with the requirements of this Agreement for the continued provision of the Services.

 4.5 Where the Service Provider is unable to appoint replacement personnel that meet the requirements under this Agreement, the Services shall be suspended for a period not exceeding three months. During this period of suspension the Service Provider and the Council shall endeavour to seek appropriate personnel and secure the continuation of the Services. If at the end of the three month period the Service Provider is unable to appoint appropriate personnel to continue the services, this Agreement shall be terminated immediately at the end of the period of suspension.

**5.** **Location**

 5.1 The Service Provider shall carry out the services in accordance with this Agreement at the locations as set out in Schedule 2.

 5.2 The Service Provider shall ensure that the premises and equipment used for the services conform to industry standards and are suitable for the delivery of the services.

**6. Payment**

6.1 The Council agrees to pay activity based unit costs in consideration of the provision of services detailed in the attached Service Specifications.

6.2 Payments will be made quarterly in arrears within 30 days from receipt of a valid and undisputed invoice by the Council.

6.3 The Service Provider shall not either itself or through any other person, demand or accept payment, fees or other remunerations for the performance of the Service or as a prerequisite to providing the Services, from anyone other than prescribed in this clause 6.

6.4 The Service Provider in making a decision:

* as to what services to recommend or provide to a patient who has sought services under the Agreement; or
* to refer a patient for other services within the National Health Service;

must do so in the patient’s best interests and without regard to its own financial interests.

**7. Clinical Governance**

 7.1 Most public health teams in Local Authorities do not have direct access to pharmaceutical expertise within their current membership.  Southampton City Clinical Commissioning Group (the “CCG”) will provide access to medicines management expertise as required, from time to time, in order to advise on the medicines related aspects of current primary care delivered public health services. Broader elements, such as the governance around local provision of NHS Pharmaceutical Services and General Medical Services overall, are now the responsibility of NHS England Wessex Area Team (the “NHS”).

**8. Additional resources and risk sharing**

8.1 Where unforeseen circumstances such as a major structural fault to the Council infrastructure or a major illness outbreak amongst the staff that lead to an enforced closure to part of the facilities and the NHS planned targets are at risk, the Council may consider providing further resources, reducing or suspending these services or put in place other risk sharing Agreements for this activity.

**9. Review**

9.1 This Agreement shall be reviewed annually to ensure it is in line with future commissioning intentions and any further guidance from the Department of Health.

**10. Records, Audit and Inspection**

10.1 The Service Provider shall, and shall procure that its sub-contractors shall, maintain a complete and correct set of records pertaining to all activities relating to the performance of the services and all transactions entered into by the Service Provider for the purposes of this Agreement.  The Service Provider shall procure that its sub-contractors shall retain all such records for a period of no less than six (6) years (or such other period as may be required by law) following termination or expiry of this Agreement

10.2 The Council shall have the right to audit any and all such records at any time during the performance of this Agreement and during the six (6) year period (or such other period as may be required by law) following termination or expiry of this Agreement.

**11. Variation to the Agreement**

11.1 Any amendment or variation to this Agreement shall be recorded in writing and shall be signed by or on behalf of both Parties.

11.2 The Council may issue the Service Provider with written variations to the scope or specification of the Services, provided that a requirement to provide the Services to the Service Specifications shall not be a variation.

11.3 Variations issued pursuant to clause 11.2 shall be valued by the Council at fair rates and prices, having regard to the rates and prices set out in this Agreement.

**12. Complaints Procedure**

12.1The Service Provider shall deal with any complaints about the Services, received from whatever source, in a prompt, courteous and efficient manner in accordance with the Council’s Stage 1 complaints procedure as updated from time-to-time

12.2 The Service Provider shall keep a written record of all complaints received and of the action taken in respect of such complaints resolved at Stage 1 of the Council’s complaints procedure.

12.3 The Service Provider shall refer to the Council’s Representative any complaint which remains unresolved or where the Service User or the member of public has requested the involvement of the Council in the resolution of the complaint.

12.4 The Service Provider shall inform the Council’s Representative in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected at all reasonable times by the Council.

 12.5 Complaints shall be discussed between the parties during any meetings held for the purposes of monitoring this Agreement, or in the alternative, such periods as may be prescribed in the Service Specifications.

**13. Indemnity and Insurance**

 13.1 **Indemnity**

13.1.1 Subject to the exclusions in clause 13.1.2, the Service Provider shall be liable for and shall indemnify the Council or its employees against any expense, liability, loss, claim or proceedings whatsoever (“losses”) in respect of the death of or injury to any person, loss of or damage to any property and in respect of any other losses which may arise out of or in the course of or by reason of any breach of contract, tort, breach of statutory duty, misrepresentation, misstatement, act, omission or default of the Service Provider or its personnel in the performance, non-performance or part-performance of the Agreement.

13.1.2 The Service Provider is not responsible for and shall not indemnify the Council for losses to the extent that such losses are caused by negligence of the Council or its employees.

13.2 **Insurance**

13.2.1 The Service Provider shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement:

13.2.1.1 employer's liability (of at least £2,000,000 in respect of any one claim); and

 13.2.1.2 public liability (up to £5,000,000 in respect of any one claim),

13.2.1.3 Professional indemnity (of at least £2,000,000 in respect of any one claim),

13.2.2 The Service Provider shall ensure that the insurances extend to indemnify the Council as principal.

13.2.3 At the request of the Council, in each year of the Contract Period, the Service Provider shall prove to the Council’s satisfaction that it meets the minimum insurance requirements set out in clause 13.2.

**14. Default and Termination of Agreement**

14.1 Either party may terminate this Agreement by giving the other party at least 3 months’ written notice.

14.2 If either Party considers the other Party to be in Default of its obligations under this Agreement, that Party shall notify the other Party in writing of the Default, and if appropriate the matter shall be considered by the Parties at a meeting. Both Parties shall make a reasonable effort to agree a joint plan of action to remedy the situation.

14.3 Where, after and despite any action taken in accordance with clause 14.2, either Party still considers the other Party to be in Default, that Party may give the other Party a Default Notice (the “Default Notice”) specifying the Default and giving a reasonable period of time in which the required remedial action is to be taken.

14.4 If either Party is in Default under the Agreement and fails to comply with the remedial action in a Default Notice, the other Party may give notice in writing terminating this Agreement (the "Termination Notice"). A Termination Notice shall take effect four weeks from its date except that where the Council serves a Termination Notice for a material breach not capable of remedy the Termination Notice shall have immediate effect.

14.5 The Council may terminate this Agreement with immediate effect if the Service Provider is subject to an Insolvency Event.

 14.6 Termination of this Agreement shall have no effect on the liability of either Party for the payment of any sums arising under this Agreement, or any rights or remedies of either Party already accrued, prior to the date upon which termination takes effect.

14.7 Notwithstanding clause 14.4 the Council may terminate this Agreement by notice having immediate effect and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider, its Personnel or any person acting on its behalf shall have:

14.7.1 offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement;

14.7.2 committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010; or

14.7.3 given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.

14.8 Where the Council has been served with a notice of discontinuation of funding by the funder or its agents the Council may terminate this Agreement by giving written notice to the Service Provider. The period of notice given by the Council to the Service Provider shall be no more than 5 Working Days less than the period of notice given to the Council by the funder or three months whichever is less.

 14.9 The Council may, during the continuance of any Force Majeure event, terminate this Agreement immediately by written notice to the Service Provider if the Force Majeure event affects all or a substantial part of the Services and has continued for more than 20 Working Days.

 14.10 Where the Agreement is terminated pursuant to clauses 14.4, 14.5, 14.8 or 14.12 the Council may:

 14.10.1 procure others to carry out the services for the remainder of the contract period; and

14.10.2 recover from the Service Provider the amount of any expenses properly incurred, including those incurred under sub-clause 14.10.1, and the amount of any direct loss and or damages caused to the Council whether arising as a result of the termination or otherwise.

 14.11 The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. The Council may terminate this Agreement with immediate effect in the event of any breach by the Service Provider of this clause 14.

 14.12 The Council may terminate this Agreement with immediate effect in the event of a Regulation 73 Event, as detailed in the Public Contract Regulations 2015.

**15. Dispute Resolution**

 15.1 The Parties shall use their reasonable endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.

 15.2 In the event that a dispute cannot be resolved by agreement under clause 15.1 the Parties may either:

15.2.1 agree to refer the dispute to an independent person to be appointed by agreement between the Parties. Any charge made and expenses reasonably incurred by that independent person shall be paid by the Parties in equal shares, unless the independent person determines that a greater share should be borne by one of the Parties. The independent person shall be provided with all necessary information and given assistance by the Parties in resolving their dispute, and may, by agreement between the Parties, be given the right to recommend or approve terms of settlement of the dispute; or

 15.2.2 agree to refer the dispute for mediation arranged by the Centre for Dispute Resolution or another body established for the promotion of alternative dispute resolution.

**16. Force Majeure**

 16.1 In the event that this Agreement cannot be performed or its obligations fulfilled as a result of a Force Majeure Event then such performance or failure to fulfil its obligations by any such Party shall be deemed not to be a breach of this Agreement.

**Locally Commissioned Service (LCS) Agreement**

The signatories below warrant that they have the power to enter into this Agreement and have obtained any necessary approvals to do so.

|  |
| --- |
| Southampton City Council: |
|  | Signed |  | Date |  |
|  | Printed name Debbie Chase  |  | Designation | Interim Director of Public Health |
|  |
| The Service Provider:I, the undersigned, hereby confirm staff involved in the provision of services are appropriately trained and protected as per this Agreement and the Service Specifications included in Schedule 1.  |
|  | Name of Service Provider |  |
|  | Address of Service Provider |  |
|  | SignedMust be a wet signature  |  | Date |  |
|  | Designation  |  | Printed Name |  |

|  |
| --- |
| **PLEASE SIGN THIS PAGE AND RETURN A COPY TO:****Mr Matt Bailey****Primary Care Commissioning Officer****NHS Southampton City CCG****Oakley Rd****Millbrook****SOUTHAMPTON** **SO16 4GX** **OR EMAIL A SCANNED COPY TO** **SOCCG.PCCommissioning@NHS.net** |

**Schedule 1**

**Service Specification**

|  |  |
| --- | --- |
| **Service** | Locally Commissioned Service (LCS): Smoking Cessation in Community Pharmacies |
| **Commissioner Lead** | Charlotte Matthews - Southampton City Council |
| **Provider Lead** | Community Pharmacies |
| **Period** | 1st April 2020 – 31st March 2021 |
| **Date of Review** | By March 2021 |

|  |
| --- |
| 1. **National/Local Context**
 |
| In 2015, it was estimated the total smoking related cost to the NHS was £2.6 billion. A report by Public Health England (PHE) to support the development of the new Tobacco Control Plan for England, attributed a cost of £794 million in GP visits, £112 million in practice nurse visits, £154 million in prescriptions, £697 million in hospital outpatient visits and £852 million in smoking related hospital admissions.[[1]](#footnote-1) The estimated 17.8% of adults who are current smokers (from the APS) is significantly higher than the England average of 15.5%. Local prevalence remained significantly higher than England throughout the period. Nonetheless, self-reported smoking prevalence in Southampton has reduced from 20.7% in 2012 to 17.4% in 2017; a 3.3% point reduction (England fell by 4.9% points over the same period)[[2]](#footnote-2).According to PHE guidelines [[3]](#footnote-3), supported use of pharmacotherapy through GP prescriptions and appointments or through pharmacies can boost quit rates by 50-100% when used properly. This would involve dual form NRT (transdermal patch and a fast acting from) as well as an initial consultation and follow up appointments lasting over 4 weeks. Research found that pharmacy-based smoking cessation services are feasible and effective, as well as overall cost-effective[[4]](#footnote-4).The latest national figures are for July-September 2018[[5]](#footnote-5). They show that pharmacy stop smoking services are common and effective. 93 Local Authorities had pharmacy stop smoking services during this time and 19% of people in England using any service to stop smoking were supported in community pharmacies (20,964 of 111,960 people in total) with an average quit rate of 43%. 16 of the 19 Local Authorities in the South East had stop smoking services during this time and returned data to the Department of Health. 13 of these had pharmacy stop smoking services. The Prescribing Services Negotiating Committee published a template Locally Commissioned Service in 2005, which has informed this LCS. |
| 1. **Scope of Service**
 |
| * 1. Southampton City Council are hereby commissioning a smoking cessation service in community pharmacies to support clients aged 18 years old and older to give up smoking using one to one interventions.
	2. The service has appropriate smoking cessation material available for the user group and promotes its uptake. This includes keeping stocks of:
		+ - brief advice leaflets.
			- small “business cards”/flyers with the national website and telephone line details
			- posters.

These will be supplied by the commissioner, typically twice a year. Materials sourced by or provided to pharmacies for other smoking cessation work may also be used where they provide essentially the same information.* + - * Carbon Monoxide Monitor and consumables. These are to be supplied and maintained by the provider.
	1. All staff providing 1:1 cessation counselling must be accredited as National Centre for Smoking Cessation and Training (NCSCT) Stop Smoking Practitioners. Training is available free online[[6]](#footnote-6) and should be completed before any 1:1 interventions are provided. Staff providing cessation counselling must also complete the additional modules on:
* Supporting people with mental health conditions
* Pregnant women.
* E-cigarettes
* Stop smoking medications

Some of the content of these modules is aimed at people in other settings, but it provides useful context and knowledge overall. Where providers’ staff have otherwise previously completed locally accredited training, a period of 12 months will be permitted to complete the NCSCT online courses from commencement of this contract. Backfill payment will be offered for up to 7 hours for staff members to complete online training. * 1. At least 1 member of staff per pharmacy must attend annual local face-to-face training, provided by the Commissioner. The training will complement but not replace the online training. Staff will ideally: a) complete the online training before attending face-to-face training; b) complete face-to-face training before supporting clients to stop smoking. Training will typically be for up to 3 hours. Payment for backfill will be given to pharmacies to release staff.
	2. The service can demonstrate that members of staff involved in the provision of the service have undertaken CPD as relevant to this service. This CPD needs to be updated on an annual basis or according to need. This involves staff members who are delivering behavioural support attending (at least) 6-monthly Smoking Cessation Network meetings, organised by Public Health. Payment for backfill will be given to pharmacies to release staff.
	3. The Service Provider should actively promote the national NHS smoking cessation website and (<https://quitnow.smokefree.nhs.uk/>) and Smokefree app alongside their smoking cessation service. Promotional material should be on display for national campaigns including, but not limited to, Stoptober and National No-Smoking Day. These materials will either be signposted as part of usual health promotion campaigns, provided by the Commissioner of this Locally Commissioned Service or the standard materials provided for this Locally Commissioned Service can be used.
	4. The Service Provider shall participate in an annual service review with the commissioner and in other reviews as required. This is likely to consist of brief written feedback and possibly brief commentary on activity data.
 |
| 1. **Service Detail**
 |
| Smokers are more likely to have successful quit attempts if they receive support to quit and use nicotine replacement therapy (NRT). Ideally support would be provided in a number of accessible locations throughout the city. The vast majority of the population use community pharmacies or otherwise know where they are. Community pharmacies are experienced in supporting patients with tact and diplomacy. People are already using community pharmacies for their NRT prescriptions, to purchase NRT and for medication and advice with a wide range of health conditions exacerbated by smoking. Community pharmacies in Southampton historically offered stop smoking support and there is a national template agreed by the national Prescribing Services Negotiating Committee. This local proposal is based on the national template and the historic local agreement. The proposed service will see Pharmacies supporting people to plan and execute a quit attempt.* 1. The part of the pharmacy used for provision of the service must provide a sufficient level of privacy and safety.
	2. The Service Provider has a duty to ensure that staff involved in the provision of the service is appropriately trained in the operation of the service.
	3. The Service Provider should maintain Pharmoutcomes ([www.pharmoutcomes.org](http://www.pharmoutcomes.org)) to ensure effective ongoing service delivery, audit, payment and to enable commissioners to submit aggregate data to the Department of Health at a city-level.
	4. The Service Provider has a duty to ensure that staff involved in the provision of the service is aware of and act in accordance with local protocols and NICE guidance.
	5. If appropriate, provide one or two 4-week courses of NRT (dual NRT for the first 4 weeks, and, if required, single NRT for weeks 5-8). Service providers can support people to stop smoking with basic behaviour change advice and encouragement irrespective of whether the person wishes or is able to use NRT. This Locally Commissioned Service does not require the Service Provider to provide NRT where it is contraindicated.
	6. Any NRT should be provided in line with the product information and national guidance, including:

<https://www.medicines.org.uk> <https://bnf.nice.org.uk/drug/nicotine.html> <https://www.nice.org.uk/guidance/ng92> * 1. NRT is provided free of charge to the patient under this LCS, for up to two consecutive 4-week courses. NRT cannot be provided for free indefinitely under this LCS. This is detailed further in 3.11 below.
	2. If appropriate, support service users to use e-cigarettes if that is their preference, after the other options have been described. E-cigarettes cannot be directly supplied as part of this Locally Commissioned Service. However, any Service Provider who also sells e-cigarettes is welcome to highlight their availability to the service user and support them with a purchase as part of their usual work outside of this Locally Commissioned Service. This Locally Commissioned Service does not support or endorse any particular brand. The use of non-licensed support to quit smoking (such as e-cigarettes) should be recorded on Pharmoutcomes.
	3. Access routes to this service will be determined locally, however they could include:
	+ direct access by the individual
	+ opportunistic identification of people who smoke by pharmacy staff
	+ referral by another health or social care worker.

The ***initial assessment (5-10 minutes)*** includes: * asking if the client would like to make an attempt to stop smoking and receive up to weekly advice and support to stop
* assessing how ready the client is to make a change
* assess if client can be prescribed NRT
* booking the next appointment

Service users requiring Varenicline or Bupropion can be supported through this service but will need to be signposted to their GP practice for prescribing. These cannot be directly supplied under this LCS. It will be confirmed by commissioners if and how providers need to liaise with GP prescribers accordingly.The ***initial treatment session (30 minutes)***: * complete Pharmoutcomes templates
* complete a carbon monoxide (CO) test and an explanation of its use as a motivational aid;
* briefly describe of the effects of passive smoking on children and adults;
* explain of the benefits of quitting smoking;
* describe the main features of the tobacco withdrawal syndrome and the common barriers to quitting;
* identify treatment options that have proven effectiveness;
* describe a typical treatment programme, its aims, length, how it works and its benefits;
* set a quit date and agree action plan;
* maximise commitment to the target quit date;
* apply appropriate basic behavioural support strategies to help the person quit; and
* conclude with an agreement on the chosen treatment pathway, ensuring the person understands the ongoing support and monitoring arrangements.
* identify if the person is on antipsychotic medication and, if so, ask them for consent to let their prescriber know that they are stopping smoking and, if applicable starting NRT, so their medication can be kept under review. Subsequently communicate with the prescriber. This will be through Pharmoutcomes where possible. This is because some people need their doses changed during quit attempts. Being on an antipsychotic is not a barrier to this service or to stopping smoking.

The ***subsequent treatment sessions as agreed in the action plan (15 minutes)*** toinclude: * Reflection on the previous week(s), addressing any key issues or problem areas
* Self-reported smoking status preferably followed by a CO test for validation (and ensuring this is recorded)
* Reinforcing success
* Making further appointments
* A further supply of product at each treatment session
* Following up missed appointments with telephone contact and / or written contact
* Ensure Pharmoutcomes is up to date and accurate
* For clients on antipsychotic medication, update the prescriber of the medication

The ***4 week quit assessment/ final appointment*** *(15 minutes)*includes: * + - Self-reported smoking status, followed by a CO test for validation (and ensuring this is recorded)
		- Review progress
		- Congratulating the patient on their quitting success or discussing barriers to achieving successful quit
		- Ensure Pharmoutcomes is up to date and accurate
		- Providing additional supply of product up to week 8
		- Agree actions for future and plan for relapse prevention
		- Provision of self-help aids (refer to national website/app)
		- If unsuccessful, further appointments can be offered for up to a further 4 weeks, i.e. for 8 weeks in total
		- For clients on antipsychotic medication, update the prescriber of the medication

3.10 Each person should receive at least one 5 minute initial assessment, one 30 minute initial consultation, and one 15 minute follow up appointment. People are likely to need varying levels of support, it is up to the Provider to offer more or less time to different people. Further appointments can be offered during the quit attempt.3.11 People who have not successfully quit smoking by week 8, should be congratulated on any progress they have made. They should be signposted to self-help resources, typically the NHS website, encouraged to reduce smoking and to return when they are more ready to quit. This would usually be in at least three months. The intention of the service is to offer targeted support to people ready to quit, rather than indefinite support. Unsuccessful quitters should be referred to self-help resources and encouraged to reduce smoking. They should usually be encouraged to wait at least three months before accessing the service again to make sure they are at a stage to achieve successful behaviour change. 3.12 People who have unsuccessfully attempted to quit using NRT (or are not eligible to use NRT) should be advised to seek help from their GP about possible pharmacotherapy. 3.13 People who are on antipsychotic medication should be encouraged to inform their prescriber before they stop smoking as it may affect the dose of antipsychotic medicine they need. The Service Provider of this Locally Commissioned Service should also, with consent, liaise with the prescriber or otherwise not offer support if they feel it is unsafe to do so.**3.14 Eligibility:** * + - This service is for people who live in Southampton City (SO14 to SO19) or who are registered with a GP practice that is part of Southampton City CCG.

Evidence suggests that service users need to be referred to the setting that will give them the best possible chance of successfully quitting, this may include accessing self-help resources such as NHS Smoke Free. * This service is intended for adults, however, young people aged 16 or 17 may access the service at the Providers’ discretion. There is no obligation for the service provider to provide support where they do not feel it is safe to do so. Young people can be signposted to their school/college nurse; No Limits, particularly if they have other needs too e.g. with alcohol or illegal drugs; as well as to the NHS website and, if applicable, their GP practice.
 |
| **4. Eligibility to Provide the Service** |
| * 1. The Service Provider and its agents and/or employees shall carry out its obligations under the agreement in a timely manner and with reasonable care and skill.
	2. The Service Provider must have a partner, employee or sub-contractor who has the necessary skills and experience to carry out the required procedures and supervision of the required procedures.
	3. All advisors are required to undertake the online training provided by National Centre for Smoking Cessation Training and certifications should be sent with the signing of this agreement. This can be found at [www.ncsct.co.uk](http://www.ncsct.co.uk) .
	4. All advisors are required to undertake any training commissioned by SCC or otherwise agree exemption from the training with the commissioner. This is likely to be online training and face-to-face training (up to 3 hours) as described in section 2.
	5. The Service Providers are encouraged to contact the Commissioners if they identify unmet training needs.
	6. The Service Provider must ensure their CO monitors are less than three (3) years old. Any monitor more than three (3) years old must be replaced. Service Providers are required to source their own monitor, but the Commissioners will offer a sign up payment to cover this start-up cost.
	7. The Service Provider must ensure CO monitors are calibrated regularly in line with manufacturers’ recommendations.
	8. A pharmacist who is involved in the provision of healthcare to a vulnerable person is recommended to undergo a Disclosure and Barring Service (DBS) check. Further guidance regarding how to go about this can be requested from Southampton City CCG.
	9. The Service Provider shall ensure that the premises and equipment used for the services conform to industry standards and are reasonably suitable for the delivery of the services.
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| **5. Monitoring and Reporting** |
| * 1. Reporting for the service will be via Pharmoutcomes ([www.pharmoutcomes.org](http://www.pharmoutcomes.org)). The Service Provider is encouraged to ensure this is up to date and accurate. For payment and onward reporting to the Department of Health, data must be accurate within 4 weeks of activity. It is expected that Pharmoutcomes will be maintained more promptly than this as part of safe clinical record-keeping.
	2. The pharmacist or pharmacy manager in charge will be responsible for quality assurance and improvement in relation to this service.
	3. Payments will be made quarterly, up to 2 months in arrears based on activity extracted from Pharmoutcomes ([www.pharmoutcomes.org](http://www.pharmoutcomes.org)).
	4. Service Providers may be asked to complete an annual audit and provide feedback in year to help inform future commissioning.
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| 1. **Unit Costs**
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| Southampton City Council agrees to pay the following:

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| --- | --- |
| £ | For a Department of Health and Social Care 4 week quit of a pregnant woman, person on anti-psychotic medication or person under the care of homeless healthcare or specialist substance misuse services(Higher payment rate) |
| £ | For a Department of Health and Social Care 4 week quit for anyone else (Standard payment rate) |
| £ | For an unsuccessful quit at week 4 (follow-up consultation) |
| £ | For completing an initial consultation and setting a quit date  |
| £ | For a successful quit during weeks 5-8 (this would be added to the payment for an unsuccessful quit at 4 weeks). |
| ***SCC will also reimburse the cost of NRT*** at C+D cost price plus 5% VAT on the basis of information supplied through Pharmoutcomes. |
| Additionally, in recognition of possible start-up costs, the following will also be paid: |
| £ | Towards the purchase of a CO monitor and backfill for initial training |
| £ | Towards backfill for attending 2 network meetings per year and additional CPD. This will be paid in quarter 4, every year.  |

For example:* A pregnant women achieving a 4 week quit date would attract a payment of £ plus the reimbursement of NRT costs.
* A person attempting to quit but still smoking at 4 weeks would attract a payment of £ plus the reimbursement of NRT costs.

National guidance and definitions are available from <http://www.ncsct.co.uk/pub_dh-Guidance.php>.The current definition of a CO-verified 4-week quitter is from guidance from 2014:*“..a treated smoker who reports not smoking for at least days 15-28 of a quit attempt and whose CO reading is assessed 28 days from their quit attempt (-3 or +14 days) and is less than 10ppm…*” (page 90 of <http://www.ncsct.co.uk/usr/pub/LSSS_service_delivery_guidance.pdf> )This means somebody using e-cigarettes counts as a successful quitter if their CO reading is less than 10ppm after 4 weeks. Payments will be made quarterly, up to two months in arrears, based on data from Pharmoutcomes ([www.pharmoutcomes.org](http://www.pharmoutcomes.org)). Service Providers are encouraged to ensure Pharmoutcomes is accurate and up to date at the end of each month. The Commissioner retains the right to cap activity if delivery exceeds available funding. |

1. Public Health England (2017)Cost of smoking to the NHS in England: 2015, https://www.gov.uk/government/publications/cost-of-smoking-to-the-nhs-in-england-2015/cost-of-smoking-to-the-nhs-in-england-2015 Accessed 4 June [↑](#footnote-ref-1)
2. Southampton Smoking JSNA (June 2018). Retrieved from <http://www.publichealth.southampton.gov.uk/images/jsna-smoking-october-2018-final.pdf> [↑](#footnote-ref-2)
3. Public Health England (2018). Models of delivery for stop smoking services. Retrieved from <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/647069/models_of_delivery_for_stop_smoking_services.pdf> [↑](#footnote-ref-3)
4. Brown, T. J., Todd, A., O'Malley, C., Moore, H. J., Husband, A. K., Bambra, C., ... & Nield, L. (2016). Community pharmacy-delivered interventions for public health priorities: a systematic review of interventions for alcohol reduction, smoking cessation and weight management, including meta-analysis for smoking cessation. BMJ open, 6(2), e009828. [↑](#footnote-ref-4)
5. NHS Digital (2019). Statistics on NHS Stop Smoking Services in England April 2018 to September 2018. Retrieved from https://digital.nhs.uk/data-and-information/publications/statistical/statistics-on-nhs-stop-smoking-services-in-england/april-2018-to-september-2018 [↑](#footnote-ref-5)
6. http://www.ncsct.co.uk/ [↑](#footnote-ref-6)