DAC beachcroft

(1) **Northumberland County Council**

and

(2) **XXXX**

AGREEMENT FOR PUBLIC HEALTH SUBSTANCE MISUSE TREATMENT SERVICE

CONTRACT

CONTENTS

THIS CONTRACT is made the 5th day of January 2017

BETWEEN:

(1) **Northumberland County Council** of County Hall, Morpeth, Northumberland, NE61 2EF ("**Customer**")

(2) **XXXX ("Supplier**")

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Contract the expressions in the left hand column below shall have the meaning shown opposite them in the right hand column:

"**Accounts Information**"	means proper books of account which give a fair and accurate account of receipts and payments received or incurred under this Contract (such books signed by a duly authorised officer of the Supplier);
"**Acquiring Party**"	means a party acquiring ownership in IPRs pursuant to this Contract;
"**ADR**"	means the alternative dispute resolution procedures specified at Clause 23;
"**Authorised Officer**"	means the 'Authorised Officer' of each party specified in the Contract Particulars;
"**Change**"	means a Minor Change and/or Contract Change;
"**Compliance Information**"	means data and other information that demonstrates compliance with the Mandatory Policies, Good Practice Policies, and Law;
"**Confidential Information**"	means any information, however it is conveyed, received or obtained in connection with this Contract (or any agreement entered into pursuant to this Contract) which relates to: (i) the provision of this Contract (ii) the negotiations relating to this Contract (iii) the Goods and/or Services and any information supplied as part of the Goods and/or Services and (iv) all other trade secrets;
"**Contract**"	means these Terms & Conditions and the attached Schedules;
"Contract Change"	has the meaning in Clause 6;
"**Contract End Date**"	means the 'Contract End Date' specified in the Contract Particulars;
"**Contract Manager**"	means the Contract Manager of each party specified in the Contract Particulars;
"**Contract Particulars**"	means the Contract Particulars in Schedule 11 of this Contract;
"**Contract Start Date**"	means the 'Contract Start Date' specified in the Contract Particulars;

"**Contracting Authority**"	means any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2006 (as amended);
"**Control**"	shall have the meaning in section 1124 of the Corporation Tax Act 2010, and the expression "**Change of Control**" shall be construed accordingly;
"**Customer Dependency**"	means a responsibility or obligation on, or a dependency of, the Customer, which the Supplier has specified as being required for it to perform the Services as at the Commencement Date (and "**Customer Dependencies**" shall be construed accordingly);
"**Customer's Specification**"	means the 'Customer's Specification' specified in Schedule 1;
"**Data Protection Legislation**"	means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it, and where "**Data Controller**", "**Data Subject**", "**Personal Data**", "**Data Processor**", and "**Process**" are referred to in this Contract, they shall have the meaning specified in the Data Protection Act 1998;
"Deliverable"	Means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
"**Disposing Party**"	means a party disposing of ownership in IPRs pursuant to this Contract;
"**Emoluments**"	means all employment related outgoings, including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any liability to any form of taxation thereon;
"Exit Period"	means the period of six (6) months prior to the Contract End Date or following receipt of notice of termination for any reason;
"**Exit Services**"	means those obligations specified in Clause 17;
"**Force Majeure Event**"	means any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition (iv) strikes, lock-outs or other industrial actions, or trade disputes (v) difficulties in obtaining raw materials, labour, fuel, parts, or machinery (vi) power failure or breakdown in machinery provided always that an event is not a Force Majeure Event if the Services and/or the

	Tender indicate a continuity of service irrespective of such event arising, or if the Services make provision for downtime and such downtime does not expressly exclude downtime arising as a result of Force Majeure Events;
"**Good Industry Practice**"	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of care and skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
"**Good Practice Polices**"	means the policies specified as 'Good Practice Policies' in Schedule 2;
"**Goods**"	means tangible property, excluding premises and the Premises, as specified in the Specification;
"**Guidance"**	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or Services to the extent that the same are published and publicly available or the existence or contents have been notified to the Supplier;
"**Indemnified Party**"	means the party making a claim under the indemnities in Clauses 21.1 to 21.4;
"**Indemnify**"	means an undertaking by the Indemnifying Party to compensate the Indemnified Party for all claims, costs, demands, and liabilities including but not limited to all legal costs or other expenses or compensation paid by the indemnified party to any third party (including any damages or compensation paid by the indemnified party to any third party on the advice of its legal advisors to compromise or settle any claim);
"**Indemnifying Party**"	means the party against which a claim is made under the indemnities in Clauses 21.1 to 21.4;
"**IP**"	means the IPRs in the section entitled 'Intellectual Property' in Schedule 6;
"**IPRs**"	means patents, trademarks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations, whether registerable or not in any country;
"**Law**"	means: (i) any applicable laws, regulations, regulatory constraints, obligations, proclamations or rules (including binding codes of practice and statement of principles incorporated and contained in such rules); (ii) any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972; or (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales and in each case in force in England and Wales;
“Living Wage”	Means the voluntary higher rate of base pay. It provides a benchmark for responsible employers who choose to

	pay their employees a rate that meets the basic cost of living in the UK and London. It is higher than the government's National Minimum Wage rates, including the minimum wage rate for over-25s (the 'National Living Wage') because it is calculated according to the cost of living.
"**Management Reports**"	means written reports on the progress and management of the Services including details of any Service Credits payable;
"**Mandatory Policies**"	means the policies specified as 'Mandatory Policies' in Schedule 2;
"Minor Change"	has the meaning in Clause 6;
"**New Services**"	means services the same as or substantially similar to the Services carried on for or on behalf of the Customer in substitution for the Services after the Contract End Date by a New Supplier;
"**New Supplier**"	means any party (including the Customer) whom as at the Contract End Date the Customer intends will provide New Services other than the Supplier;
"**Old Supplier**"	means any party other than the Customer or the Supplier who prior to the Contract Start Date provides services the same or substantially similar to the Services to or on behalf of the Customer;
"**Payment**"	means the fees specified in Schedule 3;
"**Premises**"	means the Customer's or the Supplier's premises (as applicable), as specified in Schedule 8;
“Regulated Activity”	means in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
“Regulated Activity Provider”	means as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
"**Regulatory Authority**"	means any body authorised by Law to regulate and / or investigate the Customer and / or the Services;
"**Schedule**"	means a Schedule to these Terms & Conditions;
"**Service Credits**"	means the payments specified as 'Service Credits' in Schedule 5;
"**Service Levels**"	means the service levels specified as 'Service Levels' in Schedule 5;
"**Services**"	means the services described in the Supplier's Specification and the terms of this Contract, and may include the supply or sale of Goods;
"**Services Information**"	means all information and/or data that it holds in

	connection with the Services and/or the Contract;
"**Supplier Personnel Information**"	means a list of the Supplier Personnel performing some or all of the Services, including details of: (i) the job titles, roles, and salaries of such Supplier Personnel (ii) the Services that each member of Supplier Personnel undertakes and (iii) the amount of time such Supplier Personnel dedicate to the Services;
"Supplier Personnel"	means the employees, workers and any other individuals employed or engaged to perform any or all of the Services by the Supplier or any of its sub-contractors;
"**Supplier's Specification**"	means the 'Supplier's Specification' in Schedule 1;
"**Tender**"	means the 'Tender', if any, specified in Schedule 1;
"**Term**"	has the meaning set out in Clause 2.1;
"**Terms & Conditions**"	means the terms and conditions of this Contract;
"**Transitioning-In Personnel**"	means those personnel engaged or employed by the Old Supplier whose contracts of employment would be transferred to the Supplier under TUPE upon commencement of provision of the Services (and in the event of doubt, the Customer's determination as to the applicability and effect of TUPE on any individual shall be final and binding on the Supplier);
"**Transitioning-Out Personnel Information**"	means details of Transitioning-Out Personnel, full name, ages and details of Transitioning-Out Personnel's terms and conditions of employment stating in particular dates of commencement of employment or engagement in respect of each of them, salary, bonus and holiday entitlement, pension entitlement and other benefits (including benefits arising on termination of employment), details of the Transitioning-Out Personnel's participation and activities indicating the proportion of his time in which he is so engaged in performing the Services and how the remainder of his time is spent, details of Transitioning-Out Personnel's membership of any trade union and agreements (including collective agreements) between the Supplier or its employees with any trade union, in respect of Transitioning-Out Personnel who are not European Economic Area nationals and who have limited leave to remain or work in the United Kingdom, details of their name, job title, place of work, immigration status and the date on which their leave to remain or work (applicable) in the United Kingdom expires, and copies of all personnel and employment records, including without limitation national insurance and PAYE records, all written employment contracts and statements of terms and conditions of employment, and all personnel files, relating to all Transitioning-Out Personnel, and including, for the avoidance of doubt, the employee liability information required by Regulation 11 of TUPE;

"**Transitioning-Out Personnel**"	means those Supplier Personnel whose contracts of employment would be transferred to a New Supplier under TUPE upon commencement of provision of the New Services.
"**TUPE**"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time; and
"**Working Days**"	means a day other than a Saturday or Sunday when banks in London are open for business.

1.2 In this Contract unless the context otherwise requires: (a) words in the singular include the plural and words in the plural include the singular; (b) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument; and (c) any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.

1.3 In the event of conflict between the documents that constitute this Contract, the following order of hierarchy shall apply: (a) first, these Terms & Conditions; (b) second, the Schedules; (c) third, the Contract Particulars; and (d) forth, all other documents referenced herein.

1.4 The index and headings to the clauses and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

1.5 In the event of conflict between the Supplier's Specification and the Customer's Specification, the Supplier's Specification shall prevail. In the event of conflict between the Customer's Specification and the Tender, the Customer's Specification shall prevail.

2. TERM

2.1 This Contract shall commence on the Contract Start Date and, subject to any extension in accordance with Clause 2.2, shall continue until the Contract End Date unless and until terminated in accordance with Clause 19 (the "**Term**").

2.2 The Customer shall be entitled to extend the Term in accordance with the parameters specified in the Contract Particulars (if applicable).

3. SERVICES

3.1 The Supplier shall provide the Services to the Customer using reasonable care and skill and in accordance with the Law, Guidance, Good Industry Practice, the Customer's Specification, the Supplier's Specification and the terms of this Contract.

3.2 The Supplier shall ensure that the Services are fit for the Customer's purposes, such purposes as specified in the Customer's Specification.

3.3 The Supplier shall:

3.3.1 obey all lawful instructions from the Customer relating to the completion and conduct of the Services;

3.3.2 consult and liaise with third parties as and when necessary or reasonably required by the Customer in connection with the Services; and

3.3.3 attend and report to meetings with the Customer to discuss any aspect of the Services as and when reasonably required by the Customer.

3.4 The Customer shall co-operate and liaise with the Supplier and provide such information, assistance and consents to the Supplier as are within its powers and are reasonably necessary to enable the Supplier to perform its obligations under this Contract.

3.5 The Customer will have the right to observe the Supplier's performance of the Services if the Services are not being performed on the Customer's Premises.

3.6 The Customer retains the Supplier for the performance of the Services on a non-exclusive basis.

3.7 The parties acknowledge that the Customer's failure to perform any or all Customer Dependencies may impact on the Supplier's performance of the Services and therefore the parties have agreed that such a failure will give rights to the Supplier under Clause 6.4. The parties agree that the Customer is not contractually obliged to undertake any or all Customer Dependencies and that the Customer may, at its sole discretion, choose not to undertake any or all Customer Dependencies and have no liability to the Supplier.

3.8 The Supplier shall provide the Customer with a monthly Service Level agreement report, which shall be produced within seven (7) Working Days of each calendar month, unless agreed otherwise in writing by the Customer. The Service Level agreement report shall contain sufficient level of information and be in a form approved by the Customer to allow the Customer to monitor the achievement of Services and Service Levels.

3.9 As existing Services are varied and/or new Services are added, Service Levels will be determined through the Change procedure at Clause 6.

3.10 If at any time the Supplier fails to achieve any or all of the Service Levels then the Supplier shall, without cost to the Customer and promptly upon becoming aware of such failure:

3.10.1 notify the Customer in writing of the reasons for the failure to achieve the Service Levels and the duration or likely duration of the failure;

3.10.2 without prejudice to any other rights that the Customer has under this Contract, remedy the failure to achieve the Service Levels to the reasonable satisfaction of the Customer; and

3.10.3 take all reasonable steps to ensure there is no reoccurrence of that failure during the Term.

4. GOODS

4.1 The Supplier will supply the Goods promptly, within any time limits in the Customer's Specification, and delivery will be complete when the Goods have been unloaded at the location specified by the Customer in the Customer's Specification or as otherwise notified to the Supplier.

4.2 A delivery note shall accompany each delivery such delivery note containing the information set out in the Customer's Specification or as otherwise notified to the Supplier.

4.3 The Supplier warrants to the Customer that any Goods provided are:

4.3.1 free from defects in design, material and workmanship; and

4.3.2 so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

4.4 Unless otherwise set out in the Customer's Specification, the Supplier shall be responsible for carriage, insurance, transport, all relevant licences, and all other related costs associated with the delivery of the Goods.

4.5 Risk in the Goods shall pass to the Customer when the Goods are delivered and ownership shall pass to the Customer on payment of the Goods.

4.6 The Customer will inspect the Goods within a reasonable time following delivery and may by written notice reject the Goods ("**Rejected Goods**") found not to be in accordance with the Customer's requirements. The Customer may reject the whole of a delivery where a sample of the Goods is found not to be in accordance with the Customer's requirements.

4.7 The Supplier will collect the Rejected Goods within a time period reasonably specified by the Customer and supply replacement Goods promptly and without extra charge. Risk and title of the Rejected Goods will pass to the Supplier on such collection.

4.8 Goods will not be treated as Rejected Goods where any defects are due to any acts or omissions of the Customer.

4.9 Where the Supplier is required by Law, Guidance and/or Good Industry Practice to order a product recall ("**Requirement to Recall**") in respect of the Goods the Supplier shall promptly notify the Customer with details of the recall and treat the Goods subject to the recall as Rejected Goods in accordance with Clause 4.7 and indemnify and keep indemnified the Customer against any loss, damages, costs, expenses, claims or proceedings suffered or incurred by the Customer as a result of such Requirement to Recall.

5. PAYMENT

5.1 The Customer shall pay the Supplier the Payments in accordance with the instalments and dates specified in Schedule 3.

5.2 The Customer shall have no additional or separate liability to the Supplier for the costs incurred by the Supplier in performing its duties under this Contract or otherwise in relation to the Contract save to the extent that additional costs are expressly agreed as a Contract Change.

5.3 Payments shall become due thirty (30) days from receipt by the Customer of a valid and undisputed invoice from the Supplier.

5.4 The Supplier shall send no more than one invoice to the Customer in relation to each Payment.

5.5 An invoice shall cease to be valid (and the associated Payment shall therefore become null and void) if it is raised more than ninety (90) days after the due date for payment under this Contract.

5.6 Where the Supplier sub-contracts its obligations in accordance with Clause 22, it will ensure that it pays the sub-contractor within thirty (30) days from receipt by the Supplier of a valid and undisputed invoice from the sub-contractor.

5.7 The Customer shall be entitled to set-off against any amount due to the Supplier:

5.7.1 any amount due to be paid by the Supplier to the Customer that is overdue for payment or that the parties have agreed will be set-off by the Customer as a means of recovering payment; or

5.7.2 the actual or anticipated value of any claim by the Customer against the Supplier for breach of contract, negligence, and/or statutory duty arising under or in connection with this Contract, provided that: (a) the Customer shall provide the Supplier with written notice of the basis of such claim(s) and the basis for calculating the value of such claim(s); (b) the Supplier may dispute the validity and / or value of such claim pursuant to ADR; and (c) to the extent that the Supplier's dispute is determined as valid, such amounts wrongly withheld shall become payable immediately and shall attract interest.

5.8 The Supplier shall pay the Service Credits to the Customer as and when they fall due (as specified in Schedule 5), subject to the parameters ('Annual' or 'Aggregate' caps). The parties agree that the Service Credits have been set to partially compensate the Customer for the loss or damage caused by a Service failure and for the avoidance of doubt the Customer's right to receive Service Credits remains subject to Clause 26.11.

5.9 Any sums payable by the Supplier to the Customer (including any Service Credits) shall become due thirty (30) days from the date such sums became payable to the Customer in accordance with this Contract.

6. CHANGES

6.1 Changes to this Contract shall be classified as follows:

6.1.1 "**Minor Change**" means a change to the provision of the Services that does not constitute a Contract Change;

6.1.2 "**Contract Change**" means a change to these Terms & Conditions, and/or the Schedules.

6.2 Either party shall be entitled from time to time to request a Change. Neither party shall be entitled to charge for considering and / or negotiating a Change. A Change will be effective:

6.2.1 when it is documented in writing in the form specified at SCHEDULE 7; and

6.2.2 when it is approved in writing by an Authorised Person of each party; or

6.2.3 if the Change is requested by the Customer, fourteen (14) days has elapsed after submission of the Change by the Customer's Authorised Person to the other party, where the recipient fails to grant its consent to the Change and is not entitled to withhold its consent pursuant to this Clause 6.

6.3 The "**Authorised Person**" for a Minor Change is each party's Contract Manager, and for a Contract Change is each party's Authorised Officer.

6.4 The Customer shall be entitled to withhold its consent to the Supplier's request for a Minor Change at its sole discretion except where the Minor Change has been necessitated by the Customer's failure to comply with a Customer Dependency, provided that:

6.4.1 the Supplier's request is limited to a variation to the date of delivery or provision of the Services that is reasonable in all the circumstances (assuming that the Supplier would mitigate adverse impact on the Services

in accordance with Good Industry Practice); and

6.4.2 the Supplier gives to the Customer as much notice of the Minor Change (as applicable) as is reasonable in the circumstances.

The Supplier acknowledges that if it purports to exercise its rights under this Clause 6.4 without the grounds to do so, its purported Minor Change will be invalid and the terms of this Contract will continue to apply as if such Change requests had not been submitted.

6.5 The Customer shall be entitled to withhold its consent to the Supplier's request for a Contract Change at its sole discretion.

6.6 The Supplier shall not be entitled to withhold its consent to the Customer's request for a Change, unless such request imposes an obligation on the Supplier that it is incapable of meeting.

6.7 If a Change proposed by the Customer will impose an additional cost on the Supplier, the Customer and the Supplier shall agree a variation to Payment (such variation reflecting a reasonable sum that the Supplier might reasonably charge to accommodate such a change, in line with the Supplier's charging model under this Contract), and in the absence of such agreement the Supplier shall nevertheless remain bound to consent to the Change, and the variation to Payment shall be resolved through ADR.

6.8 If a Change proposed by the Customer will reduce the scope of Services supplied under this Contract (whether on a temporary or permanent basis), the Customer and the Supplier shall agree a variation to Payment (such variation reflecting the actual Payment allocated to the Services that have been removed from the scope of this Contract and, in the absence of such allocation, such Payment as might reasonably be allocated to such Services on the basis of the Supplier's charging model under this Contract), and in the absence of such agreement the Supplier shall nevertheless remain bound to consent to the Change, and the variation to Payment shall be resolved through ADR.

7. INTELLECTUAL PROPERTY

7.1 **Transfer of ownership of IPRs**. Where Schedule 6 indicates that there will be IP, full and unencumbered title (with full title guarantee) shall be transferred from the Disposing Party to the Acquiring Party absolutely with effect from the date of execution of the Contract or creation of the IP (whichever is later).

7.2 **Customer granting rights**. Where the Customer grants to the Supplier a right of use, unless and to the extent otherwise specified in Schedule 6, the right of use granted shall be a non-exclusive and non-sub-licensable, right to use, reproduce, and modify the IP for the duration of this Contract and for the exclusive purpose of complying with its obligations under this Contract.

7.3 **Supplier granting rights**. Where the Supplier shall grant to the Customer a right of use, unless and to the extent otherwise specified in the Schedule 6, the right of use granted shall be a non-exclusive, freely-transferable, sub-licensable, perpetual, and irrevocable right to use, reproduce, modify, and create derivative works of the IP for any purposes whatsoever.

7.4 **Miscellaneous IPRs**. All IPRs not specified in the Contract Particulars shall be classified in accordance with, and subject to, the following terms:

7.4.1 "**Customer Background IPR**" shall mean all IPRs owned by the Customer and / or its licensors (excluding rights granted to the Customer under this Contract), excluding Created IPR. The Customer and/or its licensors shall

continue to own the Customer Background IPR and this Contract shall not transfer any ownership of Customer Background IPR to the Supplier; and

7.4.2 "**Supplier Background IPR**" shall mean all IPRs owned by the Supplier and/or its licensors, excluding Created IPR. The Supplier shall grant to the Customer a non-exclusive, freely-transferable, sub-licensable, perpetual, and irrevocable right to use, reproduce, modify, and create derivative works of the Supplier Background IPR as is necessary: (a) to enjoy the rights granted to the Customer and/or the property transferred to the Customer pursuant to this Contract; and/or (b) to enable the Customer to comply with its obligations under this Contract; and

7.4.3 "**Created IPR**" means any IPRs created pursuant to or under this Contract. Full and unencumbered title (with full title guarantee) in Created IPR shall vest in the Customer absolutely upon creation, and Supplier shall do all things and execute all documents necessary to ensure this. The Customer grants to the Supplier a non-exclusive and non-sub-licensable, right to use, reproduce, and modify the Created IPR for the duration of this Contract for the exclusive purpose of complying with its obligations under this Contract.

7.5 **Further Assurance**. Where the Customer is the Acquiring Party, the Supplier undertakes at all times from the date of execution of this Contract to:

7.5.1 do all acts and execute all documents, papers, forms and authorisations and to dispose to or swear all declarations or oaths reasonably necessary and/or desirable to secure for the Acquiring Party absolute full right, title and interest to the IP and/or to confer upon the Acquiring Party all rights of action against third parties; and

7.5.2 take all reasonable steps to assist the Acquiring Party in maintaining and enforcing all IPRs.

7.6 **Moral Rights**. The Disposing Party shall waive its own, and shall use its best endeavours to procure that its sub-contractors and any third parties waive their, moral rights in connection with any and all IPR and, in the case of the Supplier, any Created IPR and, in addition, any Supplier Background IPR that is licensed to the Customer pursuant to 7.4.2, and shall at the Acquiring Party's request provide the Acquiring Party with a copy of the documentation confirming each such waiver by a third party.

7.7 **Authorisation**. Each party warrants that it has (and will continue to have for the Term) all rights, approvals, and permissions necessary to grant the rights and/or transfer ownership in accordance with this Clause 7.

8. DATA

8.1 For the purposes of this Clause 8, "**Customer Data**" shall mean all data made available by the Customer to the Supplier pursuant to this Contract and all data that is Created IPR.

8.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.

8.3 To the extent that Customer Data is held and/or processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer in the format specified in the Supplier's Specification or, if the Supplier's Specification is silent in relation to the format, Customer's Specification, or if Customer's Specification is silent in relation to the format, Customer's reasonable instructions.

8.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and

preventing the corruption or loss of Customer Data.

8.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Supplier's Specification and Clause 18. The Supplier shall ensure that such back-ups are available to Customer at all times upon request.

8.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's default so as to be unusable, the Customer may:

8.6.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the Supplier's Specification and Clause 18 and the Supplier shall do so as soon as practicable; and/or

8.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the Supplier's Specification and Clause 18.

8.7 If at any time the Supplier suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

9. PREMISES

9.1 Where Schedule 8 specifies that a party is making available its Premises to the other, that party shall allow reasonable access to such Premises upon reasonable notice between the 'access hours' specified in Schedule 8, unless and to the extent that access to Premises is otherwise permitted under this Contract and/or by Law.

9.2 Where any greater rights are required than those set out in Schedule 8, such further rights shall be limited to any rights granted to the Supplier by the Customer in accordance with any lease or licence entered into by the parties.

9.3 A party accessing the other party's Premises shall comply with the corresponding limitations specified in Schedule 8 and all reasonable policies and procedures applicable to staff working at such Premises.

9.4 Each party shall be responsible for the health and safety of the other's personnel while such personnel are on its Premises.

9.5 The Customer reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Premises occupied by or on behalf of the Customer:

9.5.1 any Supplier Personnel; and/or

9.5.2 any person employed or engaged by a sub-contractor, agent or servant of the Supplier;

whose admission or continued presence would be, in the reasonable opinion of the Customer, undesirable.

10. PERSONNEL

10.1 Each party shall appoint the Authorised Officers and Contract Managers as specified in the Contract Particulars. Each party shall inform the other promptly if its Authorised Officer or Contract Manager resigns or for any other reason ceases to work under this Contract.

10.2 The Supplier shall:

10.2.1 employ or procure the services of the Supplier Personnel to undertake the Services;

10.2.2 ensure that it receives and assesses all appropriate references prior to the engagement of any and all Supplier Personnel;

10.2.3 ensure that the Supplier Personnel: (a) are suitably qualified, experienced, and trained to provide the Services in accordance with this Contract (and in particular with the Supplier's compliance obligations at Clause 18) and have attained school leaving age; (b) comply with those obligations of the Supplier under this Contract that will be performed by the Supplier Personnel; (c) are removed at its own cost from provision of the Services if the Customer reasonably determines that such Supplier Personnel are not appropriate for the work being assigned and / or whose performance is defective or failing and/or have acted in breach of this Clause 10.2.3, and use its best efforts to assign other qualified personnel to the Services (and the Supplier shall take due account of any evidence of performance failures by other Supplier Personnel which is supplied by the Customer and shall respond promptly to such evidence); (d) will devote the proportion of their time to the performance of the Services and perform the role(s) as specified in the Contract Particulars; and (e) were vetted and recruited on a basis that is equivalent to and no less strict than the 'Customer Staff Vetting Procedures' specified in the Contract Particulars.

10.2.4 procure if required to do so by the Customer that each member of the Supplier Personnel will sign a confidentiality undertaking (whether as part of their employment contract or otherwise) whereby they agree to keep confidential and not to divulge to any third party information regarding any matters which come to their attention while performing the Services; and

10.2.5 on the Customer's written request, make available to the Customer details of the skills and experience of specified Supplier Personnel. The Customer shall be entitled to rely on such details when arriving at its determination under Clause 10.2.3(c).

10.3 The Supplier warrants and agrees that it has complied with and will comply with, in full, its obligations under the Law in respect of the Supplier Personnel throughout the Term and ensure that such Supplier Personnel have all necessary permissions to work and remain in the United Kingdom.

10.4 If the Supplier has a finding against it relating to its obligations under Clause 10.3, it will provide the Customer with:

10.4.1 details of the finding; and

10.4.2 the steps the Supplier has taken to remedy the situation.

10.5 If the Customer is required (whether by Law or under applicable codes of practice) to ensure that higher standards of screening and further checks and balances are undertaken in respect of those personnel who perform some or all of the Services, the Supplier shall undertake such additional screening, checks, and balances in accordance with the Customer’s reasonable instructions.

10.6 The Supplier shall use its best efforts to ensure the continuity of Supplier Personnel allocated to the Services, and:

10.6.1 ensure that any and all Supplier Personnel who terminate their employment or their service contract with the Supplier are replaced immediately by the

Supplier unless otherwise agreed with the Customer; and

10.6.2 provide appropriate cover at its own cost for any and all Supplier Personnel who are unable through illness or other reasons to carry out the duties from time to time assigned to them.

10.7 The Supplier undertakes that during the Exit Period it shall not without the prior written consent of the Customer (such consent not to be unreasonably withheld):

10.7.1 materially vary the rates of remuneration or hours to be worked by or the terms and conditions of employment of any Supplier Personnel (save where such amendments arise in the ordinary course of business as a result of annual pay settlements and in good faith); or

10.7.2 increase or decrease, deploy (other than those individuals already employed as the Supplier Personnel) re-deploy or replace (unless the Supplier Personnel has resigned or been dismissed for gross misconduct and the replacement is employed on materially the same terms and conditions as the Supplier Personnel being replaced) the number of persons,

that are engaged in providing the Services and shall not take any steps to oblige the Customer or any New Supplier (if different from the Customer) to do so after the Supplier ceases to employ any of the Supplier Personnel.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

11.1 Each party that receives ("**Receiving Party**") Confidential Information from the other ("**Disclosing Party**"), whether before or after the date of this Contract shall: (a) keep the Confidential Information secret and strictly confidential; (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 11.2, 11.4, or 11.5; and (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract ("**Permitted Purpose**").

11.2 The Receiving Party may disclose Confidential Information to its own officers, directors, employees, contractors, agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 11 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 11.

11.3 Provided that the Customer makes clear the confidential nature of such information, it may disclose the Supplier's Confidential Information to any Contracting Authority on the basis that the information is confidential.

11.4 The terms of Clause 11.1 shall not apply to any information which:

11.4.1 is or becomes public knowledge other than by breach of this Clause 11; or

11.4.2 is independently developed without access to the Confidential Information; or

11.4.3 pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure pursuant to Clause 13.3; or

11.4.4 is requested by a Regulatory Authority, provided the Disclosing Party shall notify the Regulatory Authority of the confidentiality of the Confidential Information and shall exercise any rights under the Law to limit the Regulatory Authority's rights to publish or otherwise disseminate such Confidential Information.

11.5 Either party may make a public announcement or other disclosure relating to the fact of this Contract (including the success or otherwise of this Contract) provided that if the Supplier wishes to make such an announcement or disclosure it must first seek and secure the Customer's written consent.

12. INFORMATION

12.1 The Supplier shall keep and maintain in accordance with Good Industry Practice: Management Reports, Accounts Information, Compliance Information, Services Information, Supplier Personnel Information, and Transitioning-Out Personnel Information.

12.2 The Supplier shall retain and implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of:

12.2.1 Management Reports and Services Information from the Contract Start Date until the Contract End Date;

12.2.2 Accounts Information from the Contract Start Date until six (6) years after the Contract End Date; and

12.2.3 Personal Data Processed by the Supplier on behalf of the Customer, Compliance Information, Supplier Personnel Information, and Transitioning-Out Personnel Information from the Contract Start Date until two (2) years after the Contract End Date,

and at the end of the appropriate time, the Supplier shall return all information mentioned in this Clause 12.2 to the Customer or shall destroy it confidentially in accordance with the Customer's reasonable instructions.

12.3 Upon the Customer giving to the Supplier not less than seven days' prior written notice, and in any event not less than 6 months prior to the Contract end date the Supplier shall:

12.3.1 provide the Customer with written evidence of its compliance with this Clause 12, including a written description of the technical and organisational methods employed by the Supplier; and/or

12.3.2 make available to the Customer, or a New Supplier at the Customer's request, any or all of the information that it holds pursuant to this Clause 12 and shall warrant the accuracy of that information as at the date provided,

and for the avoidance of doubt, the Customer shall be entitled to make any number of requests pursuant to this Clause 12.3.

12.4 The Supplier shall ensure that the measures referred to at Clause 12.2 shall be:

12.4.1 proportionate, where the cost of development and implementation of such measures is weighed against the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data (having regard to the nature of the Personal Data which is to be protected); and

12.4.2 reflective of Good Industry Practice.

12.5 The Supplier shall notify the Customer immediately of any information security breaches or near misses in line with the Customer's information governance policies

12.6 On request by the Customer's Contract Manager, the parties shall meet to discuss the Contract and any reports or information provided under this Clause 12.

13. FREEDOM OF INFORMATION AND TRANSPARENCY

13.1 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (collectively the "**FOI Legislation**") and shall assist and cooperate with the Customer to enable the Customer to comply with its disclosure obligations.

13.2 The Supplier shall transfer to the Customer all requests for information under FOI Legislation that it receives as soon as practicable and in any event within three (3) days of receiving a request for information or an apparent request under the FOI Legislation ("**FOI Request**") and provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the FOI Request within the time for compliance set out in FOI Legislation. In no event shall the Supplier respond directly to a FOI Request unless expressly authorised to do so by the Customer.

13.3 The Supplier acknowledges that the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Supplier, or despite having taken the Supplier's views into account.

13.4 The Supplier shall ensure that any documents that it considers may be partially or fully exempt from disclosure under the FOI are clearly marked indicating the basis of such exemption (whether "commercially sensitive" or otherwise). Notwithstanding the foregoing, the Customer shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOI Legislation.

13.5 The Supplier acknowledges that the Customer is a public body and will provide all reasonable assistance to the Customer to allow it to comply with any transparency requirements including where the Customer is obliged to publish this Contract.

14. AUDITING

14.1 Notwithstanding Clause 9, upon the Customer giving to the Supplier not less than fourteen (14) days' prior written notice (whenever practicable) and not more than twice in any calendar year, the Customer, a Regulatory Authority, and / or their authorised representatives ("**Auditors**") shall be entitled during ordinary business hours to enter the Supplier's premises to inspect and audit the Supplier's compliance with the Contract and take copies of relevant documentation ("**Customer Audit**"). The Supplier shall provide its full co-operation including but not limited to providing access to any of the Supplier's premises and make appropriate personnel and facilities available to the Auditors and shall provide the Auditors with all reasonable assistance to enable such inspection, auditing and copying to take place.

14.2 If the Customer Audit reveals that the Supplier has not complied with the terms of the Contract, it shall promptly remedy such non-compliance. If the Customer Audit reveals that the Supplier has failed to make payments to the Customer in accordance with this Contract or the Customer has made payments to the Supplier in excess of the payments that are due to the Supplier under this Contract (or any other contract

that the Supplier may have with the Customer) ("**Reimbursement**"), the Supplier shall within fourteen (14) days the Customer's written notice (such notice enclosing a copy or a précis of the Customer Audit), pay the Reimbursement to the Customer.

14.3 Each party shall bear its own costs of complying with Clauses 14.1 and 14.2 unless:

14.3.1 the Customer Audit reveals any material non-compliance with the terms of the Contract by the Supplier, in which case the Supplier shall reimburse the Auditors' reasonable costs and expenses (including legal costs) associated with the Customer Audit; or

14.3.2 the Auditors are unable to complete the Customer Audit in accordance with this Clause 14 due to any failure by the Supplier to meet its obligation under this Clause 14, in which case the Supplier shall reimburse the Auditors for the costs of any visit by themselves or their representatives at which that failure of the Supplier results in them or their representatives being unable to carry out or complete the actions which were the purpose of their visit and such costs shall include travel and subsistence costs and salaries of the visiting team.

15. DATA PROTECTION

15.1 With respect to the parties' rights and obligations under this Contract, the parties acknowledge that, except where otherwise agreed, the Customer is the Data Controller and the Supplier is the Data Processor.

15.2 Where the Supplier, pursuant to its obligations under this Contract, undertakes the Processing of Personal Data on behalf of the Customer, it shall comply with the Data Protection Legislation and more particularly:

15.2.1 Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Customer to the Contractor);

15.2.2 safeguard Personal Data which will include only transferring Personal Data if essential and encrypting Personal Data where required in accordance with any international data encryption standards and the standards applicable to the Customer;

15.2.3 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Authority;

15.2.4 take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;

15.2.5 obtain prior written consent from the Customer in order to transfer the Personal Data to any third parties for the provision of the Services;

15.2.6 ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 15;

15.2.7 ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer;

15.2.8 ensure that Customer Personal Data is kept separate from Supplier Personal Data and from any Personal Data belonging to another customer

of Supplier;

15.2.9 notify the Customer within seven days if it receives: (a) a request from a Data Subject to have access to that person's Personal Data; or (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;

15.2.10 provide the Customer with full cooperation and assistance in relation to any complaint or request made, including by: (a) providing the Customer with full details of the complaint or request; (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions; (c) providing the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and (d) providing the Customer with any information requested by the Customer;

15.2.11 not Process Personal Data outside the European Economic Area without the prior written consent of the Customer and, where the Customer consents to a transfer, to comply with: (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred (for example, by ensuring that any third party based in the USA and processing Personal Data holds and maintains Safe Harbor certification as long as it processes such Personal Data); and (b) any reasonable instructions notified to it by the Customer.

15.3 Where any Personal Data is Processed by any sub-contractor of the Supplier, the Supplier shall procure that such sub-contractor shall comply with the relevant obligations set out in this Clause 15 as if such sub-contractor were the Supplier.

16. **TRANSITION**

16.1 **In**. Where the provision of Services constitutes a relevant transfer under TUPE:

16.1.1 the parties shall co-operate to ensure that the requirement to inform and consult with the Transitioning-In Personnel and employee representatives in relation to any relevant transfer pursuant to TUPE is met; and

16.1.2 the Customer shall use its reasonable endeavours to procure that the Old Supplier shall perform and discharge all its obligations in respect of all the Transitioning-In Personnel and their representatives up to (but excluding) the Contract Start Date.

16.2 **Out**. Where the provision of New Services constitutes a relevant transfer under TUPE (and in the event of doubt, the Customer's determination as to the applicability of TUPE shall be final and binding on the Supplier):

16.2.1 the parties shall co-operate to ensure that the requirement to inform and consult with the Transitioning-Out Personnel and employee representatives in relation to any relevant transfer pursuant to TUPE is met; and

16.2.2 the Supplier shall perform and discharge all its obligations in respect of all the Transitioning-Out Personnel and their representatives up to and including the Contract End Date.

17. **EXIT**

17.1 Within three (3) months of the Contract Start Date, the parties shall develop and agree an exit plan which shall ensure continuity of the Services on expiry or earlier

termination of the Contract. The parties shall review and, as appropriate, update the exit plan on each anniversary of the Contract Start Date.

17.2 The Exit Services are Services that:

17.2.1 ensure the smooth transition of some or all of the Services and the Transitioning-Out Personnel to any New Supplier; and/or

17.2.2 run down some or all of the Services and/or make partial delivery of Goods and/or Services to the Customer; and/or

17.2.3 undertake the Supplier's obligations to transfer property and/or make data and/or information available to the Customer in accordance with this Contract; and/or

17.2.4 identify individuals that may transfer into new employment by operation of law as a result of the transfer of some or all of the Services (and full details of those individuals) as set out in Clause 16.2; and / or

17.2.5 identify Goods and IP that are owned by the Customer, which are under the control of the Supplier or its subcontractor(s), for delivery to the Customer and/or a nominated third party (and full details of those Goods and IP); and/or

17.2.6 identify Goods and IP that are not owned or licensed by the Customer, which are under the control of the Supplier or its subcontractor(s), and grant rights of use to the Customer as may be necessary to transition the Services to the Customer and / or a new supplier.

17.3 The Exit Services are defined in detail: (a) as a Change in accordance with Clause 6; or (b) if the parties do not agree Exit Services as a Change (for example, if it is impractical to effect a Change in the limited timescales), as reasonably requested by the Customer in writing and in accordance with the Customer's reasonable instructions.

17.4 The Supplier shall provide the Customer with all reasonable cooperation and assistance to effect transition of the Services in accordance with the Customer's reasonable instructions. Clauses 12 - 14 shall continue in force for the duration of Exit Services.

17.5 The Supplier irrevocably commits to granting to the Customer the rights of use required by Clause 17.2.6 on commercially reasonable terms. If commercially reasonable terms are not agreed, the terms shall be resolved through ADR. Disagreement as to the terms shall not prejudice or delay the rights granted pursuant to this Clause 17.5.

18. COMPLIANCE

18.1 The Supplier must:

18.1.1 comply with the Mandatory Policies at all times during the Term, and in particular ensure that it remains fully compliant with Good Industry Practice and prevailing governmental guidance;

18.1.2 from time to time and on the Customer's written request, provide the Customer with evidence that it has and it follows policies that are materially equivalent to the Good Practice Policies and ensure that the Good Practice Policies comply with the Law at all times;

18.1.3 comply with the Law at all times during the Term and to the extent that the Law continues to apply to matters connected to this Contract (including

legal obligations in relation to Supplier Personnel and data retention or destruction) for a period of six years thereafter;

18.1.4 ensure that in carrying out its obligations under this Contract it does not commit or incite another to commit an act of discrimination rendered unlawful, or any act of discrimination which if committed by the Customer would be rendered contrary to the Law;

18.1.5 comply with directions from the Customer with regard to the conduct of performance of the Services in accordance with the Mandatory Policies, Good Practice Policies, and / or Law; and

18.1.6 assist, and consult and liaise with, the Customer with regard to any assessment of the impact on and relevance to performance of the Services of the duties imposed by the Mandatory Policies, Good Practice Policies, and / or Law and the development or modification of the Mandatory Policies and / or Good Practice Policies relevant to performance of the Services.

18.1.7 The Supplier shall comply in all material respects with applicable environmental and social law requirements from time to time in force in relation to the Services and any further policies that the Customer reasonably requests.

19. TERMINATION

19.1 The Customer shall be entitled to terminate this Contract at any time (subject to Clause 19.6) by giving three (3) months' notice unless otherwise stated in the Contract Particulars.

19.2 The Customer shall be entitled to terminate this Contract at any time (subject to Clause 19.6) on written notice to the Supplier if:

19.2.1 there is a Change of Control of the Supplier; or

19.2.2 the Supplier commits a material breach of the terms of this Contract and fails to remedy such breach within thirty (30) days of receipt of the Customer's written notice specifying such breach; or

19.2.3 the Supplier commits a material breach of the terms of this Contract where such breach is incapable of remedy; or

19.2.4 the Supplier commits a persistent breach of the terms of this Contract and fails to remedy such persistent breaches within twenty (20) days of receipt of the Customer's written notice specifying such breaches; or

19.2.5 the Supplier, being a company, shall pass a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction where the resulting entity is at least as credit-worthy as the Supplier and assumes all of the obligations of the Supplier under the Contract) or a court shall make an order to that effect; or the Supplier, being a natural person, shall die; or the Supplier being a partnership or other unincorporated association, shall be dissolved; or if the Supplier shall cease to carry on its business or substantially the whole of its business; or if the Supplier becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of the assets of the Supplier; or

19.2.6 the Supplier is convicted of a criminal offence; or

19.2.7 there is a risk or a genuine belief that reputational damage to the Customer will occur as a result of the Supplier continuing.

19.3 The Customer reserves the right to terminate this Contract in part in the case of termination under Clauses 19.2.2, 19.2.3 or 19.2.4.

19.4 Where the Customer has terminated this Contract in accordance with Clause 19.2 the Customer has the right to recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the loss reasonably incurred by the Customer of making other arrangements for the provision of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract period.

19.5 The Supplier shall be entitled to terminate this Contract at any time (subject to Clause 19.6) on written notice to the Customer, if the Customer commits a material breach of this Contract which is either incapable of remedy or, where capable of remedy, the Customer fails to remedy such breach within thirty (30) days of receipt of the Customer's written notice specifying such breach.

19.6 Where the Customer terminates this Contract pursuant to Clause 19.1 or the Supplier terminates this Contract pursuant to Clause 19.5, the Supplier will be entitled to compensation on termination if the Contract Particulars make provision for this.

19.7 No purported termination of this Contract by either party shall bring this Contract to an end until provision and completion of by the Supplier of the Exit Services.

19.8 On termination of this Contract howsoever caused: (a) the rights and duties created by Clauses 7, 11, 12.2, 13, 14, 15, 16.2, 18, 20, 21, 23, and 26 shall survive; and (b) any rights of either party which arose on or before termination shall be unaffected.

20. LIABILITY LIMITS

20.1 Neither party shall exclude or limit its liability for:

20.1.1 death or personal injury caused by its negligence;

20.1.2 fraudulent misrepresentation;

20.1.3 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.); and/or

20.1.4 breach of the obligations arising from section 2 of the Supply of Goods and Services Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods).

20.2 Neither party shall be liable for loss of profit, loss of revenue, loss of anticipated savings, or loss of goodwill, unless such loss(es) arise(s) under Clause 20.1.

20.3 Neither party shall limit its liability under any indemnities set out in Clause 21.

20.4 The Supplier Contractual Liability to the Customer shall not exceed the figure in the Contract Particulars. "**Supplier Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of this Contract in respect of any claim or series of connected claims that is not: (a) unlimited by virtue of Clause 20.1; (b) excluded pursuant to Clause 20.2; or (c) capped pursuant to Clause 20.5.

20.5 The Supplier's liability for damage to the Customer's Goods and/or Premises in respect of any claim or series of connected claims shall not exceed the figure in the

Schedule 4.

20.6 The Customer Contractual Liability to the Supplier shall not exceed the figure in Schedule 4. "**Customer Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of this Contract that is not: (a) unlimited by virtue of Clause 20.1; (b) excluded pursuant to Clause 20.2; or (c) liability to make Payments in accordance with Clause 5.

Insurance

20.7 The Supplier shall carry insurance, including but not limited to employer's liability, professional liability and occupier's liability insurance, with financially viable insurers of good repute against its liabilities under this Contract and in amounts commensurate to the Supplier's maximum exposure under this Clause 20 and in accordance with any statutory requirements. Within seven (7) days of the Customer's written request, the Supplier shall provide the Customer with reasonable evidence of compliance with this Clause 20, such evidence to include copies of policies and premium receipts, except to the extent that such disclosure is prohibited by the Supplier's insurance contract and / or by Law.

21. INDEMNITIES

21.1 **Supplier General Indemnity**. The Supplier shall Indemnify the Customer in respect of any breach by the Supplier of Clauses 7, 11 and 15.

21.2 **Supplier Personnel Indemnity**. The Supplier shall Indemnify the Customer and where relevant the Old Supplier or the New Supplier, for any liability in respect of:

21.2.1 any failure by the Supplier to comply with Regulation 13(4) of TUPE in respect of the Transitioning-In Personnel;

21.2.2 the change of identity of employer from the Old Supplier to the Supplier under TUPE allegedly being to the Transitioning-In Personnel's detriment regardless of whether the liability has its origin before or after the Contract Start Date;

21.2.3 any proposed or actual change by the Supplier to any Transitioning-In Personnel's working conditions, terms or conditions of employment or any proposed measures of the Supplier which is or are alleged to be to any Transitioning-In Personnel's detriment regardless of whether the liability has its origin before or after the Contract Start Date;

21.2.4 any breach of Clause 10.7 for such period as the Transitioning-Out Personnel are employees of the Supplier;

21.2.5 the employment or termination of employment of any of the Supplier Personnel (including any claim made by such Supplier Personnel) and all and any claims in respect of Emoluments in respect of any of the Supplier Personnel: (a) for the period from and including the Contract Start Date up to and including the Contract End Date; (b) for the period prior to the Contract Start Date (save in respect of any Supplier Personnel who are Transitioning-In Personnel); and (c) for the period after the Contract End Date (save in respect of any Supplier Personnel who are Transitioning-Out Personnel);

21.2.6 the employment or termination of employment of any person other than the Supplier Personnel employed or formerly employed by the Supplier for which it is alleged that the Customer or any New Supplier (if different from the Customer) may be liable at any time;

21.2.7 any act or omission of the Supplier in relation to its obligations under Regulation 11 of TUPE, or in respect of an award of compensation under Regulation 15 of TUPE except to the extent that the liability arises from the Customer's or a New Supplier's failure to comply with Regulation 13(4) of TUPE;

21.2.8 any statement communicated to or action done by the Supplier in on or before the Contract End Date regarding the transfer of the Transitioning-Out Personnel under TUPE which has not been agreed in advance with the Customer in writing; and

21.2.9 any act or omission by the Supplier in respect of the Supplier Personnel.

21.3 **Supplier Sub-Contractor Indemnity**. The Supplier shall ensure that any permitted sub-contractor shall grant the Customer an indemnity on terms identical to Clauses 21.1 and 21.2, or as otherwise agreed by the Customer.

21.4 **Customer Personnel Indemnity**. The Customer shall Indemnify the Supplier for any liability in respect of:

21.4.1 any act or omission of the Customer or the Old Supplier in relation to its obligations under Regulation 11 of TUPE, or in respect of an award of compensation under Regulation 15 of TUPE except to the extent that the liability arises from the Supplier's failure to comply with Regulation 13(4) of TUPE;

21.4.2 the employment or termination of employment of any of the Transitioning-In Personnel (including any claim made by such Transitioning-In Personnel) prior to the Contract Start Date and all and any claims in respect of all Emoluments of any of the Transitioning-In Personnel accrued prior to the Contract Start Date;

21.4.3 the employment or termination of employment of any of the Transitioning-Out Personnel (including any claim made by such Transitioning-Out Personnel) after the Contract End Date and all and any claims in respect of all Emoluments of any of the Transitioning-Out Personnel accrued after the Contract End Date;

21.4.4 any failure by the Customer or the New Supplier to comply with Regulation 13(4) of TUPE in respect of the Transitioning-Out Personnel;

21.4.5 the change of identity of employer from the Supplier to the New Supplier under TUPE allegedly being to any Transitioning-Out Personnel's detriment regardless of whether the liability has its origin before or after the Contract End Date;

21.4.6 any proposed or actual change by Customer or the New Supplier to any Transitioning-Out working conditions, terms or conditions of employment or any proposed measures of Customer or New Supplier which is or are alleged to be to any Transitioning-Out Personnel's detriment regardless of whether the liability has its origin before or after the Contract End Date;

21.4.7 any act or omission by Customer or the New Supplier relating to any Transitioning-Out Personnel occurring on or after the Contract End Date;

21.4.8 any act or omission by the Old Supplier on or before the Contract Start Date;

21.4.9 any claim made by or in respect of any person employed or formerly employed by the Old Supplier other than any Transitioning-In Personnel

whether before, on or after the Contract Start Date for which it is alleged the Supplier may be liable by virtue of this Contract and/or TUPE.

21.5 **Indemnity Conditions**. If either party ("**Indemnified Party**") makes a claim under the indemnities at Clauses 21.1 - 21.4 against the other ("**Indemnifying Party**"), the Indemnified Party shall:

21.5.1 give written notice to Indemnifying Party of any claims or proceedings promptly following receipt of them;

21.5.2 make no admission of liability and make no payment of damages or compensation to a third party without the Indemnifying Party's prior written consent, such consent not to be unreasonably withheld or delayed;

21.5.3 give Indemnifying Party sole authority to defend or settle the claims or proceedings at Indemnifying Party's cost and expense; and

21.5.4 give the Indemnifying Party all reasonable help in connection with the claims or proceedings at the Indemnifying Party's cost and expense.

21.6 A breach by the Indemnified Party of its obligations under Clauses 21.5.1 - 21.5.4 shall not affect the validity of the indemnity at Clauses 21.1 - 21.4, but shall, as the Indemnifying Party's exclusive pecuniary remedy for the Indemnified Party's breach of Clauses 21.5.1 - 21.5.4, reduce the amount payable by the Indemnifying Party to the Indemnified Party pursuant to the indemnity by the value of damages suffered by the Indemnifying Party as a result of Indemnified Party's breach.

22. ASSIGNMENT AND SUB-CONTRACTING

22.1 The Supplier may not assign any of the benefits of this Contract or transfer or sub-contract any of the burdens of this Contract without the prior written consent of the Customer. This Contract will be binding on the successors of either party and on the assignees of Customer.

22.2 The Customer shall be entitled to freely assign, sub-contract, transfer, delegate, and/or novate any or all of its rights and obligations under this Contract (whether in whole or in part) to any body (or bodies) that is (or are) statutorily appointed to fulfil any duties that Customer fulfils as at the Contract Start Date, or to any successor body of the Customer.

22.3 If the Supplier sub-contracts any of its obligations under this Contract (including any contracts for services with any Supplier Personnel) the Supplier shall remain responsible for all its obligations hereunder and for the acts and omissions of any such sub-contractor.

22.4 If an obligation is imposed upon the Supplier and the Supplier sub-contracts such obligation to its sub-contractor(s), the obligation imposed upon the Supplier shall be deemed both an obligation on Supplier and an obligation to procure the sub-contractor's compliance with such obligation.

22.5 If the Supplier wishes to subcontract material obligations under this Contract, it shall first seek and secure Customer's prior written consent. If the Customer so requests, the Supplier shall provide Customer with a copy of all procedures or terms of reference agreed with a material sub-contractor.

22.6 All rights and licences granted under this Contract shall be non-transferable subject to the terms of this Clause 22 unless otherwise stated.

22.7 The Supplier shall not hold any of the benefits of this Contract on trust for any person or persons or take any action or make any representation which could give rise to

such a trust arising through implication or otherwise.

23. ALTERNATIVE DISPUTE RESOLUTION

23.1 The parties shall be bound by this Clause 23 in respect of all disputes arising under or in connection with this Contract except where compliance with this Clause 23 would: (a) prevent (or likely prevent) a party from mitigating its losses; and / or (b) deny a party a legal remedy (including equitable relief) that would be prejudiced by compliance with this Clause 23.

23.2 The parties shall escalate disputes as follows:

23.2.1 the dispute shall be notified in writing to a party's Contract Manager; and

23.2.2 if the dispute remains unresolved within fourteen (14) days of receipt of such notification, the dispute shall be escalated to both parties' Authorised Officers.

23.3 Upon conclusion of the escalation procedure specified in Clause 23.2 without resolution of the dispute or the expiry of thirty (30) days from commencement of such procedure (whichever is earliest) or, in the absence of an agreed escalation procedure, if the dispute remains unresolved for a period of fourteen (14) days after both the Authorised Officers' receipt of the notification under Clause 23.2.2, the parties hereby agree to submit the matter to the Chartered Institute of Arbitrators ("**CIA**") in London under and in accordance with the Arbitration Act 1996 and the appropriate CIA rules (as determined by the parties mutual agreement or, in the absence of agreement, by the President or Vice President of the CIA) in force at the date of such submission, which rules are deemed to be incorporated by reference to this Clause 23.3, and:

23.3.1 the decision of the arbitrator shall be binding on the parties (in the absence of any material failure by the arbitrator to comply with the CIA rules); and

23.3.2 the tribunal shall consist of a sole arbitrator to be agreed by the parties and if the parties fail to agree the appointment of the arbitrator within fourteen (14) days or, if the person appointed is unable or unwilling to act, as appointed by the President or Vice President of the CIA.

23.4 Except as provided at Clause 23.1, neither party may commence any court proceedings in relation to any dispute arising under or in connection with this Contract unless the procedure at Clause 23.2 has terminated.

24. BUSINESS CONTINUITY

Within 30 days of the Contract Start Date, the Supplier shall provide the Customer with a business continuity plan which operates effectively alongside the Customer's own business continuity plan where relevant to the provision of the Services.

25. NON-SOLICITATION

25.1 The Supplier shall not, for a period of two (2) years from the Contract End Date, directly or indirectly, whether itself or as part of any arrangement with any third part(y)(ies) (except with the prior written consent of the Customer), solicit or entice away (or attempt to solicit or entice away) from the employment of the Customer, any employee or contractor of the Customer who is employed or engaged in any services which are relevant to this Contract.

25.2 The Supplier shall not be in breach of Clause 25.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Customer.

26. GENERAL TERMS

26.1 **Force Majeure**. Neither party shall be in breach of this Contract to the extent that it is prevented from performing its duties and obligations under this Contract directly as a result of any Force Majeure Event. Where a Force Majeure Event continues for thirty (30) days or more, the Customer may terminate the Contract. Notwithstanding the foregoing, the Supplier shall not be entitled to rely on this Clause 26.1 in respect of any Force Majeure Event that affects any disaster recovery and/or business continuity service that it is contracted to provide as part of the Services.

26.2 **Good Faith**. Both parties hereby agree that in the performance of their obligations and the exercise of their rights under this Contract, including but not limited to the exercise of their discretion where required so to do, they will at all times act in good faith and, in the case of the Customer, in a manner appropriate to its status as a statutory body with public functions.

26.3 **Complaints**. Subject to Clause 15.2.9, the Supplier shall be responsible for resolving complaints from the Customer and any third party that directly relate to the Services (whether such complaints are received by the Supplier, its subcontractors or the Customer) in accordance with the Customer's reasonable instructions.

26.4 **No Corruption**. The Supplier warrants and represents that it has not committed any offence under the Bribery Act 2010. Neither the Supplier nor any employee or agent of the Supplier shall offer, give or agree to give to the Customer, its staff or agents any inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to the obtaining or execution of this Contract or any other agreement or for showing or refraining from showing any favour or disfavour to any person in relation to this Contract or any other agreement. Any breach of this Clause 26.4 will be considered a material breach incapable of remedy and shall allow the Customer to terminate this Contract in accordance with Clause 19.2.3.

26.5 **No Waiver**. No failure or delay by either party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

26.6 **Capacity**. Each party warrants and represents to the other that it has full authority power and capacity to enter into this Contract and that all necessary actions have been taken to enable it lawfully to enter into this Contract including holding all relevant consents, authorisations, licences and accreditations required.

26.7 **Entire Contract**. This Contract contains the whole agreement between the parties in respect of the Services and supersedes any prior written or oral agreement between them relating to the Services. The Customer accepts liability for any representations which have become warranties in relation to this Contract and for any fraudulent misrepresentations made on its behalf but shall not be liable for any other representations including negligent misrepresentations.

26.8 **Fraud.** The Supplier shall take all reasonable steps to prevent fraud by Supplier Personnel and shall notify the Customer immediately if it has any reason to suspect that any fraud has occurred or is likely to occur.

26.9 **Notices**. The respective addresses for service of notices under this Contract shall be as specified in the Contract Particulars and all notices and other communications under this Contract shall be made by hand, courier, or first class pre-paid mail (either recorded delivery or registered) and will be deemed to have been communicated upon the date of actual delivery, provided that the parties may agree to serve notices by ordinary pre-paid mail, fax and / or email, with the following deemed date of delivery:

26.9.1 if delivered by ordinary pre-paid mail – 48 hours after dispatch;

26.9.2 if delivered by fax – 24 hours after dispatch; or

26.9.3 if delivered by email – if sent before 5pm, the day of delivery, or otherwise on the following Working Day.

26.10 **Severance**. Any provision of this Contract which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms hereof.

26.11 **Remedies**. No right or remedy conferred by either party is exclusive of any other right or remedy contained in this Contract or as the Law may provide, but each shall be cumulative of every right or remedy given in this Contract now or hereafter existing and may be enforced concurrently therewith or from time to time.

26.12 **Further Assurance**. Each party shall from time to time at the reasonable request of the other party execute any additional documents and do any other acts or things which may reasonably be required to implement this Contract.

26.13 **Third Party Rights**. Except as otherwise provided in this Clause 26.13, the rights of any third party under this Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, are hereby excluded. Any New Supplier and / or any Old Supplier (each a "**Third Party**") have benefits conferred upon them under this Contract which are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, this Contract may be varied in any way and at any time without the consent of each Third Party.

26.14 **Conflicts of interest.** The Supplier shall take all reasonable steps to ensure that neither the Supplier nor any Supplier Personnel are placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under this Contract.

26.15 **Relationship**. Nothing in this Contract shall constitute or imply, or be deemed to constitute or imply, any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Contract. Nothing in this Contract shall be deemed to constitute either party the agent of the other party, and neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

26.16 **Counterparts**. This Contract may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

26.17 **Jurisdiction**. This Contract shall be governed by the law of England and Wales and, subject to Clause 23, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

26.18 **Declaration of Interest.** The Supplier shall inform the Customer in writing of any elected member of the Customer, or Officer of the Customer who is involved in any way with the Supplier at any time during the Contract period.

SIGNATURE PAGE

SIGNED by ....

for and on behalf of the **Northumberland County Council** (Signature)

.....

(Date)

SIGNED by ....

for and on behalf of **XX** (Signature)

.....

(Date)

SCHEDULE 1

SPECIFICATION

1. **Customer's Specification**

Northumberland County Council

Provision of an Integrated Community Substance Misuse Recovery Service for Adults in Northumberland

Contents

INTRODUCTION AND CONTEXT

1.1 **Nature of the specification**

Northumberland County Council ("the Council") is tendering for the provision of an Integrated Community Drug and Alcohol Service ("the Service") for adults (18+) in Northumberland. The service will provide pharmacological, psychosocial, harm reduction, and recovery support interventions, and recovery coordination. This Service will be commissioned to address drug or alcohol misuse in a holistic way, regardless of the substance of use.

This specification has been developed to set out the Council's requirements for services for a recovery focused adult drug and alcohol treatment service. This specification details the system objectives and interventions to address identified drug and alcohol related needs and contribute towards delivering the outlined outcomes. The provider will establish and provide the system in accordance with this specification and the contract.

The annual contract can only be confirmed for the financial year 2017/18, any reductions in the Public Health Grant may directly impact on the annual value of this contract going forward. The Council therefore reserves the right to review and amend the content and detail of the service specification on an annual basis (or more frequently if appropriate) to take account of changes in national policy and local substance misuse needs. If there is a budget reduction requirement in year 2 and/or year 3 of this contract, the potential impact will be determined with the successful provider.

This specification has been written in accordance with the principles and expectations outlined within the Drug Strategy (2010) which is in the process of being refreshed, Alcohol Strategy (2012), National Treatment Agency (NTA) Commissioning for Recovery (2010), Drug misuse and dependence UK guidelines on clinical management (2007) which are in the process of being refreshed, Models of Care (2006) and other cited relevant guidance and protocols.

1.2 **National Context**

The national context is driven by two key documents, the National Alcohol Strategy 2012 and the National Drug Strategy (2010) 'Restricting Demand, Restricting Supply and Building Recovery: Supporting People to Live a Drug-Free Life' which is the process of being reviewed. These overarching documents are underpinned by a guidance published by the Department of Health, National Institute for Health and Care Excellence (NICE), the Advisory Council on the Misuse of Drugs (ACMD) the Department of Health (DoH) and Public Health England (PHE). Key national strategy, policy and guidance references can be found in Appendix A. This list is not exhaustive and will be subject to changes in national policy and other updates during the course of this contract. The provider will be expected to monitor changes in local and national policy, and to adapt the service in consultation with the commissioner.

The National Drug Strategy (Home Office, 2010) requires health authorities, local authorities and partners to build on the progress of the last decade and further improve services for people with drug and alcohol dependence so they can fully recover and move on from

treatment and reintegrate into society. In this strategy the national emphasis moved from increasing numbers in treatment and retention towards improving successful treatment completions and outcomes for those in treatment. It identified the importance if optimising the recovery window for individuals entering treatment and the process of re-assessment of those individuals already engaged in services for the long-term. The Council advocates this direction of travel and confirms that the successful provider will be one that puts the service user and their recovery at the centre of specialist treatment. The rate of successful completions from treatment must improve locally to rise to this challenge.

1.3 An asset based approach and a focus on recovery

The Council are developing a public health approach in Northumberland which moves from a 'deficit model', where the focus is on the problems or the issues people bring, to an emphasis on building on and maximising the assets, strengths, skills, knowledge and resilience already in our communities. Having communities that feel valued, listened to and empowered has the greatest likelihood of improving health and wellbeing and resilience and which will be effective in promoting recovery. For further information read "Our People, Our Place, Our Approach", The Director of Public Health's Annual Report (2015).

The vision for the treatment system should be to recognise, identify and build on community assets and make full use of mainstream and wider support services to support service user recovery and improvements against the required outcomes.

Support for recovery will be a key principle of service delivery, and the provider will ensure that the treatment system supports the development of all service users' recovery capital across all four domains:

- ***Social capital*** – the resource a person has from their relationships (e.g. family, partners, children, friends, and peers). This includes both support received, and commitment and obligations resulting from relationships.
- ***Physical capital*** – such as money and a safe place to live.
- ***Human capital*** – skills, mental and physical health a state of positive wellbeing, and a job.
- ***Cultural capital*** – values, beliefs and attitudes held by the individual.

Whilst acknowledging that service users should remain in structured specialist treatment whilst there is a clinical need, it should also be recognised that this is only a small part of the recovery journey. There will be a clear focus on enabling service users to move on to lower intensity support within the system as soon as possible and ultimately to be enabled to move on to mainstream and wider community provision and support. There are certain measures that the provider should undertake to deliver to facilitate this process:

- Treatment should always aim to enable independence and be focused on supporting recovery capital.
- Planning for recovery and community re-integration should be a consideration right from the beginning of the treatment journey.
- The transition from the treatment system will be supported to develop recovery capital through opportunities to access peer support, mutual aid, and wider community gains by using an asset based approach to improving health and wellbeing. This will require the

provider to match client needs, skills, knowledge and interests to the available resources in the community.

The provider will develop productive links with local business, further education establishments, housing providers and community based services to ensure that service users have improved opportunities to progress their economic and social situation. The provider should enable the whole range of resources available across the partnership and the local community to contribute to the individual's package of care.

The national Public Health Outcomes Framework (PHOF) has a national focus on increasing the numbers of successful treatment completions of individuals in structured treatment who do not re-present to treatment. This outcome is a key priority for the new service. The proportion of service users who successfully complete treatment for opiates have been following a downward trend, which is in line with the rest of the North East and England. The reasons for this are fewer new treatment entrants for opiates and a smaller but established ageing in-treatment population who find it harder to move away from maintenance and towards recovery.

The service will need to demonstrate robust pathways between structured treatment and open access and recovery support interventions, in order to ensure that upon completion of structured treatment, service users have the ability to access lower intensity interventions to maintain recovery.

1.4 Northumberland Overview

Northumberland is the sixth largest county in England by size with a land area of 500,000 hectares (1,900 square miles) and second largest by population in the region (315,263 according to the mid 2015 population estimates). However, the population within Northumberland is concentrated in the South East corner where 46% of the population reside in the former Blyth Valley and Wansbeck districts. In total these two areas cover only 3% of the total geographical area of Northumberland, giving a denser, urban concentration in this South East corner. In comparison, the rural districts of the County are very sparsely populated (0.34 people per ha). The physical size and geographical make-up of the County present a challenge in terms of delivering services that are accessible and equitable to all residents of the community who require treatment and support and which must work to an assertive outreach framework.

Drug Misuse

There are an estimated 1324 opiate and crack misusers (OCUs) in the Northumberland population which has remained relatively static between 2009/10 and 2011/12. There are also an estimated 1278 opiate users, which has also remained static for the same period. However, the estimate for crack only misusers has dropped significantly over the same period, from 894 in 2009/10 to 267 in 2011/12. There are no more recent and precise estimates of prevalence.

In comparison with the national and regional picture, there are some differences in the Northumberland treatment population:

- Nationally there is a much larger percentage of the treatment population in treatment for OCUs (17.4%) whereas in the North East it is 5.8% and for Northumberland it is just 1.1%.
- Northumberland (and the North East) shows a raised 25-34 population for opiates, cannabis, benzodiazepine and cocaine misuse when compared with the national profile.
- Northumberland, like the rest of the North East, shows a substantially higher percentage of its treatment population in treatment for Benzodiazepines.
- Northumberland have a higher proportion of opiate users who have been in treatment for over 6 years (35% compared with 26% in comparator areas).
- Northumberland also has a higher proportion of opiate users who are treatment naïve or who have had fewer treatment journeys than local comparator areas.

The gender split of those in treatment across all substances has a broadly similar 70/30 male to female ratio.

Alcohol Misuse

Alcohol remains the main problematic substance in Northumberland. The most recent Local Alcohol Profiles for England dataset estimate that 20.4% of the Northumberland drinking population (i.e. aged 18 or over and excluding abstainers) had an increasing risk drinking profile and 6.6% of the Northumberland drinking population had a higher risk drinking profile. Furthermore, 29.8% of the Northumberland drinking population were estimated to be binge drinkers.

Converting these percentages to numbers, it may be estimated that there is an increasingly risk drinking population of approximately. 45,200, and 14,600 with a higher risk drinking profile, and 66,000 would be binge drinkers. (It must be borne in mind that the estimates for increasingly risky drinking and higher risk drinking have very wide confidence intervals which means that they should be viewed with caution).

At the start of the last contract period in April 2013, the number of patients being treated for alcohol misuse rose from 372 to 735 in March 2016, an increase of 97.6%. In April 2013, it was the first time there had been a countywide alcohol service and the increase in numbers in treatment for alcohol over the last three years suggests that the current service has begun to address this previously unmet need.

Criminal justice service users

At the end of March 2016, there were 140 criminal justice patients in treatment for opiates, 24 for non-opiates, 8 for alcohol and non-opiates and 24 for alcohol only.

Service users with co-existing alcohol/ drug misuse and mental health issues

Co-existing alcohol and drug misuse with mental health issues is the term used to describe patients with both a diagnosis of a mental illness and problematic drug and/or alcohol misuse. 14.5% of individuals (103 of 709) starting treatment over the 2015/16 financial year had self-reported a mental health issue (for which they were currently receiving care from mental health services for reasons other than substance misuse) at a point in their treatment.

Service users who are parents or who are pregnant

Of the 710 patients who started a treatment journey in 2015/16, 47.2% were not parents and/or had no contact with any children, 14.5% were living with their own children, and a

further 5.5% were living with children other than their own. A further 32.7% were parents but were not living with their children.

In total, 3.5% of the 255 females who started a treatment journey in 2015/16 were pregnant at the start of their treatment journey.

1.5 **Service Overview**

The Service as described within this specification will be outcome and recovery focused with the aim of moving service users onto productive and fulfilling lives. The service should be characterised by its ability to inspire, motivate and support service users to achieve short and longer term goals and move through the treatment system free from dependency.

The provider will demonstrate a holistic approach to recovery and treatment in which a broad range of evidence based interventions are accessible for service users in a variety of community settings across Northumberland. The treatment system should provide a stepped model of care, with the intensity and type of intervention delivered being individually tailored to the needs of the service user. Key features of the service include:

- An open access, single point of contact providing recovery (care) coordination.
- Structured treatment, including a full range of psychosocial and pharmacological interventions, including support for those with complex needs.
- Recovery support, which includes (but is not limited) to support with housing, parenting, employment, mutual aid, education and training.
- Support and signposting for carers to enable them to understand and manage their loved ones condition and treatment and how to manage complex familial relationships.

- Continued development and growth in the numbers of peer mentors and volunteers supporting users to access the service and move on to recovery.
- Dedicated capacity for and coordination of user involvement, not just for users accessing the service.
- Continuous development of a network of recovery champions to inspire and motivate others to move on to recovery through a variety of evidence based mutual aid approaches such as SMART, 12 Step, AA and NA.
- For those unable or unwilling to stop using substances, harm reduction approaches should be utilised to reduce health harms such as motivational interviewing, needle exchange, brief advice, and signposting.
- The development of pathways to ensure continuity of care for individuals accessing services through Liaison and Diversion routes, Through the Gate (into and out of prisons) and across generic community based services.

SERVICE SPECIFICATION

1.6 Service Aims

The provider will work in partnership with the Council to contribute towards the delivery of the following national Drug Strategy 2010 aims and outcomes (which are in line with the outcomes of the Alcohol Strategy 2012):

Aims:

- To reduce illicit and other harmful drug and alcohol use.
- To increase the numbers of successful completions of people in treatment who do not re-present to services.

To achieve these aims, the provider will deliver a recovery oriented system that will:

- Inspire service users to access treatment, and achieve and maintain recovery.
- Inspire service users, carers, staff, partner organisations and the wider community to become recovery champions.
- Inspire others to begin the journey to recovery.

1.7 Service objectives

To achieve these aims and the objectives of the service should work:

- To deliver a non-judgmental and inclusive service which treats service users with dignity and respect.
- To deliver a personalised, high quality service, that encourages a process of change for individuals accessing specialist treatment support or early intervention to improve their health and wellbeing, live a self-directed life and to reach their full potential.
- To improve and increase access and engagement into the treatment system for those requiring specialist treatment and provide a recovery focussed care coordinated response.
- To build capacity and support for the delivery of brief interventions, supported by clear pathways to specialist services.
- To ensure that the principles and practice of harm minimisation underpin the delivery of all interventions in order to improve the health and well-being of service users.
- To deliver services in a range of settings with flexible opening hours which are accessible, responsive and offer service users a choice of times, locations, and interventions.
- To take a “Think Family” approach when working with parents or carers misusing substances to promote positive family involvement in treatment and to identify and safeguard vulnerable family members/carers and any children affected by substance misuse.
- To deliver a coordinated approach to recovery oriented treatment, working with a range of local partner agencies to ensure that all service users’ needs are met, including housing need, physical and mental health, emotional wellbeing, and education, training & employment and specifically ensuring close links with the court and custody suite based liaison and diversion services across the county.

- To reduce the costs to society and the harm caused by drug and alcohol use on the local community, including contributing to a reduction in drug and alcohol related crime, anti-social behaviour, hospital admissions and premature deaths.
- To ensure that recovery is visible and peer support and mutual aid are used throughout delivery, recognising that the sharing of experience, knowledge and the hope that change can and does occur is inspiring to others.
- To deliver an assertive outreach service for individuals who find accessing services challenging.

1.8 **Service Outcomes**

The service will contribute to an improvement in outcomes for service users as defined by the Drug Strategy (2010) and subsequent updated strategy as follows:

- Recovery and freedom from dependence on drugs or alcohol.
- Prevention of drug and alcohol related deaths and infection by blood borne viruses.
- A reduction in crime and re-offending.
- Sustained employment.
- The ability to access and sustain suitable accommodation.
- Improvement in mental and physical wellbeing.
- Improved relationships with family members, partners, and friends.
- The capacity to be an effective and caring parent.

This will lead to a positive impact on the following national PHOF indicators:

- PHOF 2.15i Successful completion of drug treatment – opiate users.
- PHOF 2.15ii Successful completion of drug treatment - non-opiate users.
- PHOF 2.15iii Successful completion of alcohol treatment.
- PHOF 2.6 – People entering prison with substance dependence issues who are previously not know to community treatment.

1.9 **Who the service is for**

The service is for:

- Adult's 18 years of age or older with drug and/or alcohol misuse issues who live in Northumberland or who are registered with a Northumberland GP.
- Young people under the age of 18 years where there is a pharmacological need. This will be delivered in collaboration with SORTED, the young person's substance misuse treatment service from an appropriate venue. See Section 2.8.12.
- Individuals who misuse drugs and/ or alcohol regardless of the substance of use e.g. alcohol, opiates, crack, cannabis, stimulants, hallucinogens, 'over the counter' or prescribed medications (including benzodiazepines), New Psychoactive Substances and steroids.
- In exceptional circumstances where it is assessed that a service user who resides outside Northumberland should be able to receive services delivered by the Service, the Provider shall seek the written agreement for this to take place from the Council.

This list is not exhaustive and the Service would be flexible in order to respond to emerging local drug trends. As alcohol is a legal and widely available substance, the suggested

threshold for alcohol service users is:

- Those who score 20+ on the Alcohol Use Disorder Identification Tool (AUDIT) or who score 16-19 where there are additional vulnerabilities such as victims or perpetrators of domestic abuse, child protection concerns, enduring mental health problems, severe physical health problems or offending behaviour.

1.10 **Priority Groups**

The service should prioritise those at higher risk of harming themselves, a child or young person or their family or friends, or the wider community as a result of substance misuse. It also needs to prioritise those who are vulnerable to serious harm from others. Priority groups will also include:

- Parents and carers of minors and women who are pregnant particularly where there are safeguarding concerns, where children are subject to safeguarding procedures, are looked after by the local authority, are categorised as in need under the Children's Act (1989), or have an existing Early Help Assessment in place.
- Individuals with a mild to moderate comorbid physical and /or mental health diagnosis, where their substance misuse exacerbates this diagnosis. There is also a requirement for the service to recognise where a patient may have a more severe and enduring mental health presentation and ensure that the appropriate pathways into treatment are followed.
- Individuals who are homeless or whose drug and/or alcohol use puts them at immediate risk of homelessness.
- Victims of domestic abuse, sexual exploitation, violence or those identified through Multi Agency Risk Assessment Conference (MARAC).
- Offenders where substance misuse is associated with offending behaviour, including:
    - Domestic abuse perpetrators and those subject to Multi Agency Public Protection Arrangements (MAPPA) and Multi Agency Tasking and Coordination (MATAC).
    - Individuals on discharge from prison,
    - Those subject to a court ordered treatment requirement or with a licence condition requiring treatment.
- Those placing the greatest burden on communities and public services.
- Armed forces veterans.
- Leavers of local authority care.

1.11 **Exclusion criteria**

There are no exclusions to the Service on the basis of gender, race, sexual orientation, or physical and/or mental impairment, though the Provider will be able exclude service users where:

a. Acceptable behaviour is not upheld.
b. A professional risk assessment indicates that the service user poses a serious risk to staff, other service users and/or members of the public.

The Provider must have a published policy of the rights and responsibilities of its service users to govern decisions to exclude any service user. Where a service user is excluded

from the Service, this must be discussed with the service user and confirmed in writing with details regarding why the exclusion has occurred, any time limits set and access to any alternative services.

Service users should not be excluded permanently from services, where possible, and should be encouraged to re-engage within acceptable behavioural boundaries. Where permanent exclusions occur the Provider must refer the service user to alternative services where possible. The Provider should provide a quarterly report to the Commissioner of any exclusion.

The main scope of the service is not for the treatment of individuals under the age of 18. However, as outlined in Section 3.4, the provider will deliver pharmacological interventions to individuals under the age of 18 with an identified prescribing need. These interventions will be delivered in appropriate settings, which will be negotiated with the young people's specialist treatment provider. Young people requiring pharmacological interventions will be identified via SORTED, the young person's substance misuse service. Pharmacological interventions will be provided in collaboration with the young person's substance misuse treatment service.

1.12 **Service Access**

1.12.1 **Geographic coverage**

The Service will be provided to individuals who are resident in Northumberland, or who are registered with a Northumberland GP. Those individuals presenting to the Service resident outside the County should be referred by the Service to treatment in their area of residence. It is the responsibility of the service to ensure that service users qualify for the service.

The provider will develop the service to meet the needs of the different client groups and geographical areas, paying particular attention to the challenges faced within rural parts of the county and addressing these challenges with appropriate access options.

1.12.2 **Service settings**

The purchase of premises is not included in the contract value. The provider will be expected to propose their own premises solution, and ensure that all premises used for service delivery are of a high standard and meet all legislative requirements. The provider will conduct regular risk assessments on all premises utilised.

The Service will be expected to offer some elements of treatment at a range of different locations to meet the needs of the target group and to ensure equity of access to services across the county. This may include, but is not limited to:

- Home visits where appropriate, within risk assessments and a lone working policy.
- Criminal justice settings.
- Homelessness services.
- Health services.
- Pharmacy settings.
- Other universal services.

The unavailability of appropriate accommodation shall not be a reason for service non-provision.

1.12.3 **Service Availability and Access**

The Service will operate a flexible approach to operating hours to ensure that the service is accessible to service users in line with their needs. The service should be available Monday to Sunday, including UK bank holidays to ensure service users can access support outside of the accessible hours of Monday to Friday 10am - 6:00pm and Saturday 10am-2:00pm i.e. for those in employment or with caring responsibilities. Contact will be available via a local landline telephone number, Freephone, text, website and other accessible media.

The provider shall formally consult with service users and the Council to develop and agree operating hours that meet the needs of service users and potential service users and the Council will be the final decision maker.

Access will be available to anyone wishing to make contact/access with the system including self-referral.

A telephone recovery support service should be available to reach out to clients and offer mutual support. Clients will be encouraged to 'sign up' to the telephone recovery service which will provide weekly phone calls from a trained and experienced volunteer at a time and day that is convenient for the service user.

1.12.4 **Communications and Marketing**

The Provider will work with the Council and service users to agree the brand for the service, this must be approved by the Commissioners.

The Provider will:

- Establish a marketing and engagement strategy, in agreement with the Council, to ensure that the Service is made as visible as possible to potential service users, carers and families and other referrers.
- Ensure that the aims and purpose of the service are known and understood throughout the county and specifically the following constituent groups:
    - service users.
    - potential service users.
    - families and informal carers of potential, current and ex-service users.
    - key stakeholders including the Clinical Commissioning Group (CCG), GP's and organisations represented on the Health and Wellbeing Board and Safer Northumberland Partnership.
    - the general population of Northumberland.
- Ensure that marketing materials, including an accessible website, will reflect local need and include:
    - advertising the services available, opening times, and referral details
    - harm reduction information leaflets and posters
    - specific leaflets, posters, and materials for national and local campaigns
- Ensure that all publicly accessible information relating to the service is produced in

line with the Northumberland County Council's Northumberland County Council's Accessible Information Guidelines.

- Participate in and contribute to all relevant health promotion campaigns as agreed with the Council.

1.13 What the service will deliver

In order to deliver the required aims, outcomes and objectives of the service, the provider must deliver the following elements as a minimum.

1.13.1 Training and advice

The Provider will be required to work with the local authority's Public Health team and the Northumberland Integrated Wellbeing Service to contribute to building the knowledge and capacity of universal services in Northumberland to effectively respond to the needs of substance misusers and their families including (but not limited to):

- Alcohol screening and brief interventions. The Provider's contribution to this programme will be to train GP practices in Northumberland as part of the alcohol pathway/community detoxification pathway.
- Community pharmacists in relation to the delivery of supervised consumption and needle exchange services e.g. needle exchange, harm reduction, substance misuse awareness, and signs of disengagement from services or increasing levels of substance misuse. There are currently 28 pharmacists delivering needle exchange services and 62 pharmacists supervising opiate substitute therapy.
- A cohort of GP's, pharmacists, nurses and other professional across the county supported in taking the RCGP Certificate in the Management of Drug Misuse Parts 1 and 2 to support equitable access for service user care.
- Other training to be agreed with the Council as required.

1.13.2 Open access, early intervention and prevention

Open access interventions will also be provided so as to offer a safe space for drug and alcohol users to access information, support, and motivational interventions where they may not wish to access structured treatment at that time.

The aim of open access will be to:

- Provide a gateway into the recovery service, providing an initial point of information and advice and when required motivation to enter structured interventions to maintain and support recovery.
- Provide low intensity interventions e.g. identification and brief advice, information, signposting, motivational interviewing and referral to more appropriate services.
- Provide a safe space for people who are not currently accessing structured treatment signpost and refer individuals into related agencies depending on their needs including housing, education, training, and employment and benefits.
- Motivate people to enter structured treatment in accordance with identified needs.
- Support people leaving structured treatment to maintain and support recovery.

Open access provision will provide access to needle exchange facilities and harm

minimisation advice, including Blood Borne Viruses (BBV) and access to appropriate screening and vaccination programmes (see section 2.8.3).

Where there are active safeguarding procedures in place, the provider shall facilitate regular testing for substances (including alcohol), where requested by either the service user of Children's Services.

The provider will ensure that all advice and information on treatment options are offered in a variety of methods and languages according to need.

If the provider has contact with a service user who is under 18, they should refer the young person immediately to SORTED, the young people's treatment service using the screening and referral form, and in accordance with the policies and procedures of Northumberland's Local Children's Safeguarding Board.

1.13.3 **Harm Reduction**

Harm Reduction comprises providing information, advice and guidance to ensure safer use of substances including alcohol and to support service users to keep safe and well. The principles of harm reduction should be integral to the work of all staff within the service, but also includes elements such as a needle exchange, blood borne virus (BBV) interventions and supporting 'at risk' service users to access Tuberculosis (TB) screening and treatment services where required harmful and hazardous drinking levels. The harm reduction element of the Service will be open access as some users who may only be engaged with harm reduction. It is important for the Service to still challenge all substance misuse with presenting service users and ensure that support towards recovery is presented as an option to all. Where service users express a wish to engage or re-engage with structured treatment for drug and /or alcohol dependency, this will involve helping to set longer recovery goals. This open access element of the service can often be a vital source of intelligence of emerging trends in substance misuse and associated harms and should be open to sharing non patient identifiable information with partners when the aim is to reduce the harm caused by all substance misuse.

Harm reduction information advice and guidance includes (but is not limited to):

- Dietary advice, reducing suicide risk, poly drug use, and interaction with prescribed medication, and home safety such as cooking, heating, fire risk, abuse and exploitation. For more information see Working with Change Resistant Drinkers, Alcohol Concern (2014)
- Substance misuse and associated harms.
- Performance and Image Enhancing Drugs (e.g. illicit use of steroids and growth hormones).
- Safer injecting, reducing frequency of injecting and reducing initiation of others into injecting.
- Information on primary health care services including local GPs, pharmacies, related services and deliver important physical, psychological and sexual health messages to those not engaged in primary health care services.
- Brief advice for smoking and referral to appropriate specialist services.

- Develop effective partnership work with community based healthcare services, including respiratory and TB services, infectious diseases, and gastroenterology.

The prevention of overdose and death

- The supply, management and distribution of take-home Naloxone to prevent fatal overdose in accordance with section 2.8.3.
- Provision of training opportunities for carers/families/significant others/support workers of service users around overdose prevention and the delivery of naloxone.
- Advice and support on preventing risk of overdose and drug and alcohol related deaths including active participation in all drug related deaths and review processed..

Needle Exchange

- Supply injecting equipment and harm minimisation advice in line with NICE guidance PH18, in appropriate settings and at appropriate times to complement the needle exchange services provided by community pharmacists.
- The procurement and funding of sterile injecting equipment and paraphernalia, including safe storage and safe disposal.
- Hepatitis B vaccination of staff.
- Provision of training for community pharmacists in relation to the delivery of needle exchange and harm reduction advice and information including substance misuse awareness issues.
- If an adult presents to the needle exchange who is known to be a user of the Service, this information should be shared with the Service to ensure any potential risk of harm is reduced.
- If a young person (under 18 years) presents to the adult needle exchange he/she should be encouraged to enter SORTED, the young people's specialise substance misuse service. Where there are clear safeguarding issues identified in relation to the age and presentation of a young person reference to the Information sharing protocol between services and children's services need to be referenced and abided by if consent to share information is not obtained by the young person concerned. If this cannot be achieved immediately, it will be necessary to supply injecting equipment to reduce substance related harm. Injecting equipment and advice should only be supplied to a young person where there is evidence that withholding it would be a greater risk than continued or increased injecting drug misuse.

Blood Borne Virus (BBV) Interventions

- Advice, information, testing, screening and counselling to prevent the transmission of BBV and other communicable diseases related to drug and alcohol risk-taking behaviour and vulnerability such as:
    - Advice, information, and counselling as appropriate, for Hepatitis B, C, and HIV testing (pre and post-test).
    - Testing for BBVs including Hepatitis B, C and HIV.
    - Hepatitis B vaccinations - encourage users to complete the full course and regularly audit uptake.
    - Referrals into treatment for Hepatitis B, C, HIV, and other sexually transmitted infections.
    - Support for access to treatment for those affected by BBV infections.

Sexual health interventions

The provider will deliver low level sexual health interventions, for example condom distribution, and will make referrals into specialist Integrated Sexual Health Services where appropriate

1.13.4 **Single Assessment Process**

As previously advised the Service must provide a single point of access. This must be supported by a universal screening and referral tool, with supporting pathways with key referrers so they can correctly assess the needs of service users and make appropriate referrals to the Service. This will facilitate quick and easy access into treatment and enable the delivery of holistic, multidisciplinary recovery plans.

The provider shall work within an assessment framework which will include screening and initial triage assessment and full comprehensive assessments (for those identified as requiring treatment following triage assessment) in line with NICE, Models of Care (DoH) and PHE Guidance. It will adopt a holistic approach and include the Alcohol Use Disorder Identification Test (AUDIT) and the Severity of Alcohol Dependency questionnaire (SADQ) for all individuals using alcohol.

The Provider will therefore be required to develop a single assessment process as outlined in Appendix D.

1.13.5 **Recovery (Care) Coordination**

Once it has been established through the assessment process and agreed with the service user, the service will provide a case management and recovery coordination function for all clients requiring structured treatment. In relation to Recovery Care Coordination the Provider will:

- Assign each service user with a single named individual to act as a Recovery Coordinator who will be responsible for case managing and care coordinating the service users package of recovery support and care to ensure that their recovery journey is actively managed supported and reviewed.
- Ensure recovery is planned with the service user at the first intervention.
- Assess the needs of service users in relation to their mental health needs, offender management, accommodation, children and families, health, education and training, finance/benefits and debt, abuse, sexual exploitation and attitudes/thinking and behaviour.
- Consider peer support as part of recovery planning and social wellbeing.
- Ensure that there are Recovery Coordinators available across the county.
- Be responsive to an individual's needs.
- For clients who aren't engaging, attending appointments or have dropped out of treatment, a range of mechanisms must be used to motivate the service user.
- Support recovery care coordination with a single IT based recovery co- ordination and case management process which will underpin the treatment system and will be used to maintain service user engagement and facilitate recovery outcomes. See section 3.6 on Information Management and Governance.

- Ensure each service user has a single care record, detailing the broad range of interventions offered and clear recovery outcomes and treatment goals.

1.13.6 **Recovery (Care) Planning**

Recovery care planning and review will be a dynamic and empowering process, involving the service user and, where appropriate, professionals for partner agencies involved in the service users on-going recovery. This could include the service user's family and/or significant others where appropriate and with service user consent.

Recovery planning should be under-pinned by the following principles:

- Recovery plans are self-directed.
- Recovery planning is the responsibility of the service user, facilitated by the Recovery Coordinator.
- Recovery plans are subject to regular, timed reviews agreed with the service user.
- Recovery plans are blueprints that guide the therapeutic journey towards specified and evolving goals.
- Recovery plans are owned by the service users and accompany them on their journey through and beyond services.

To achieve this, the provider will:

- Adopt a recovery care co-ordination model, with one allocated worker assuming responsibility for co-ordination of all elements of the service user's recovery journey.
- Each service user will be allocated a single recovery coordinator within 5 working days of comprehensive assessment.
- The Provider must ensure that all service users accessing structured and recovery interventions have a recovery care plan, signed by both the key worker and the service user, which:
    - Specifies service user's responsibilities and actions in relation to achievement of recovery goals.
    - Is developed in response to the needs identified in the initial and comprehensive assessments.
    - Covers as a minimum the components set out in NTA Models of Care (update 2006; Department of Health) and relevant updated PHE and NICE guidance see Appendix A.
    - Is outcome focussed and SMART (Specific, Measurable, Attainable, and Relevant and Time- bound).
    - Incorporates the Treatment Outcome Profiles (TOP) process as described in section 3.7 Information Management and Governance. Where service users are expectant parents/parents/carers of children, the provider will develop appropriate links with safeguarding teams (where required), maternity services, health visitors, primary care and other relevant services – in line with local safeguarding procedures.
- The provider will ensure that the level and frequency of intervention reflects the service user's initial and on-going need and risk assessment.
- The provider will ensure that all advice and information on treatment options are offered in a variety of methods and languages according to need.

- Where another agency is involved with the service user or their children, the provider shall share relevant information in line with consent given and information sharing protocols, and co-work and attend review meetings with such agencies as required. See Appendix C.
- The provider will undertake an annual recovery plan audit against (NTA) PHE guidelines and/or the Council's expectations. Key findings from the annual recovery plan audit, including action plans for improvement, shall be presented and discussed at contract monitoring meetings.

1.13.7 **Recovery Support**

Recovery support interventions are, by their nature, classified as unstructured treatment. Recovery support interventions shall be provided to service users alongside pharmacological and psychosocial interventions as part of the package of care for those in receipt of structured treatment.

Recovery support interventions should be delivered as part of a treatment package for those service users who require low intensity interventions. Recovery support interventions will also be used as stand-alone continuing interventions following the successful completion of structured treatment, to ensure that service users continue to access lower intensity interventions to support and maintain recovery. Services need to be mindful of managing co-dependencies however.

Recovery support interventions include:

- Peer support involvement.
- Facilitated access to mutual aid.
- Family support.
- Parenting support.
- Housing support.
- Employment support.
- Education and training support.
- Supported work or volunteer placements.
- Recovery check-ups.
- Evidence-based psychosocial interventions to support substance misuse relapse prevention.
- Evidence-based mental health focused psychosocial interventions to support continued recovery.
- Other recognised recovery activity or support intended to promote and maintain a service user's recovery capital including complementary therapies.

1.13.8 **Clinical/Pharmacological interventions**

Pharmacological interventions can provide a platform of stability and safety that protects service users and creates the time and space for them to move forward in their recovery journey. It should be noted that pharmacological interventions should be seen as an important but small element of treatment and should be delivered as part of a coordinated, recovery focussed range of interventions that are subject to regular review by the service.

Whilst the aim of the service is to support drug and alcohol users to a state of abstinence from all drugs of dependence, including prescribed medication, it is acknowledged that longer term maintenance prescribing for service users with low levels of social, physical, human, or cultural capital (e.g. homeless service users) may be required. It is expected that the percentage of clients on a reducing prescription or on detoxification for opiate misuse will increase.

In summary, the provider will deliver pharmacological interventions which include (but are not limited to):

- Specialist prescribing for all service users accessing the Service except when the patient's own GP prescribes for a community detoxification on the advice of the service. A single point of contact for the transfers of service users from primary care who may require short-term stabilisation/more intensive management due to relapse.
- Interventions may include stabilisation, maintenance, reduction regimes, withdrawal, and community detoxification and relapse prevention.
- Clinical assessment and age-appropriate pharmacological/clinical interventions for young people under the age of 18 who are referred by SORTED the young people's specialist substance misuse service in Northumberland. This element of service must be delivered in close collaboration with the young people's specialist substance misuse service, who will remain responsible for psychosocial support and recovery coordination. These interventions will be delivered in settings that are suitable and appropriate for the young person.

In order to achieve the provider should:

- Ensure there is a mandatory clinical assessment for all service users prior to pharmacological interventions commencing. This will build upon and contribute to the comprehensive assessment undertaken by the recovery coordinator.
- The provider will provide prompt and accessible clinical assessment and pharmacological interventions to all service users assessed as requiring it, in accordance with agreed waiting times and the risk assessment process.
- With service user consent, share all necessary information from recovery plan reviews regularly with GPs and community pharmacists, including medication interactions, assessment of contra-indications, and any alterations to be made to prescribing.
- Ensure that peer mentor/recovery champions are embedded at all points in the recovery journey including within clinical interventions to inspire recovery and provide a connection with the wider recovery community.
- Ensure all pharmacological interventions and prescribing will be delivered in accordance with relevant NICE guidelines, Drug Misuse, and Dependence UK Guidelines on Clinical Management (Orange Book), RCCP Guidelines for Practice and Effectiveness in the Prevention and Treatment of Drug and Alcohol Misuse, PHE Guidance and Guidance on the Clinical Management of Acute and Chronic Harms of Club Drugs and Novel Psychoactive Substances. Ensure that all practitioners involved in prescribing and/or the delivery of pharmacological interventions are competent, appropriately qualified and have access to clinical supervision and to mechanisms that support and maintain continuous professional development.

- All service users will be fully informed about the treatment options available to them, as well as the processes and relevant risks associated with each.
- The provider should be able to demonstrate the processes in place to ensure that staff develop and regularly review with service users their goals and aspirations for their prescribing interventions including if appropriate safe reduction in prescribing regimes and that this is clearly defined within the service user's recovery plan. Recovery plan reviews will take place every 12 weeks as a minimum.
- The provider will have clear protocols around prescribing regimes. This information will be shared and agreed with all service users prior to the start of the intervention.
- For service users accessing prescribing interventions who enter or who are released from prison establishments, the provider will ensure effective communication and information sharing is in place with prison based prescribing services, to ensure continuation of prescribing programmes without any interruptions to the service user.
    - Work in partnership with the service user's GP, where an alcohol community detoxification is assessed as appropriate in accordance with NICE guidance 51. The GP will provide substitute prescribing on the advice of the Service with the Service delivering the wrap around interventions as outlined in this specification to support the service user through the period of community detoxification.
- The provider will develop the use of GP and nurse prescribing in the Service with more specialist clinical input focused only on the management of those presenting with more complex levels of need.
- Work in partnership with the Council and Northumberland Clinical Commissioning Group to explore the development of a more geographically accessible model for the treatment of drug and alcohol misuse.
- Work in close partnership with community pharmacists who provide dispensing and supervised consumption of substitute medications to minimize script errors and ensure effective communication. This will include robust mechanisms for sharing information and safeguarding issues, and an allocated single point of contact for all pharmacist issues/concerns.

The provider will consult with the Council on any significant proposed changes to prescribing practices prior to implementation.

Residential detoxification/rehabilitation

Funding for the clinical detoxification element of residential rehabilitation will be provided by the Service with the residential rehabilitation funding provided by Northumberland County Council Adult Social Care.

In line with NICE guidance, should routinely offer a community-based programme to all service users considering opioid detoxification. Exceptions to this may include service users who:

- Have not benefited from previous formal community-based detoxification
- Need medical and/or nursing care because of significant comorbid physical or mental health problems
- Require complex polydrug detoxification, for example concurrent detoxification from alcohol or benzodiazepines
- Are experiencing significant social problems that will limit the benefit of

community-based detoxification.

It is anticipated that the majority of detoxifications will occur in the community, however where residential rehabilitation is indicated, the following conditions will apply:

- Referrals must be undertaken through joint working with care managers who will undertake assessment for suitability in adherence to Northumberland County Council guidelines and eligibility criteria. The place is contingent on Northumberland County Council confirming the funding for the agreeing to pay for the bed.
- Based on a comprehensive clinical assessment, ensuring that level of need is matched with the level of support
- Service users must be properly prepared to ensure this type of intervention is successful.
- The provider will be responsible for helping identify appropriate placements for inpatient detoxification/rehabilitation.
- The provider will assist in developing the working arrangements for the assessment process for detox/rehab.
- Detoxification will occur immediately prior to or alongside residential rehabilitation.
- The length of the detoxification programme will be dependent upon individual need and clinical judgement.
- All treatment should be aligned with best practice and NICE guidelines. In addition, all treatment should be based upon an agreed care plan.
- The provider will deliver comprehensive programmes around preparation, referral, peer in-reach and after care to all service users accessing in-patient and/or residential rehabilitation services.
- The provider will liaise with inpatient, and other, adult service providers to ensure continuity of care pre and post admission to inpatient detoxification/rehabilitation services for service users.
- The provider will still remain responsible for tracking the service user's progress on their treatment journey whilst they are in residential rehabilitation.
- The provider shall put in place protocols to ensure there is clear communication between the service and inpatient services in the event of unplanned discharges, including peer support and mechanisms for these individuals to re-enter treatment safely and effectively.

Specialist Community Prescribing

The Service will fund all expenses relating to prescribing, such as FP10 prescription pads, dispensing costs, any other costs levied by NHSBSA and clinical waste collection. Costs associated with clients receiving treatment in GP practices will continue to be the responsibility of the GP practice. The costs of supervised consumption by pharmacies are subject to separate contractual funding arrangements.

The Provider will:

- Only fund medication for the treatment of service users presenting to the Service for drug and /or alcohol treatments. Service users requiring prescribing for general healthcare needs should be referred to their G.P.

- Liaise with GPs to support service users who require community detoxification. However, responsibility for all related prescribing and costs will remain with the service user's GP.
- Be responsible for arranging for the Service to be set up with the NHS Business Services Authority (BSA) with the Provider as the parent organisation.
- Will share prescribing data with Commissioners when requested, this should include graphs of monthly total expenditure and monthly expenditure on main drugs prescribed, e.g. methadone, buprenorphine, naloxone and drugs for alcohol withdrawal.
- Order, pay for, handle, store and distribute FP10 prescription pads in line with guidance provided by NHS Protect: http://www.nhsbsa.nhs.uk/SecurityManagement/Documents/SecurityManagement/Security_of_prescription_forms_GUIDANCE_March_2011_FINAL.pdf;
- Ensure safe, effective, efficient and evidence based-prescribing by Staff and monitor and manage any identified issues in relation to prescribing by staff;
- Prescriptions should be written generically unless drug is unsuitable for generic prescribing;
- Ensure any prescribing and provider guidelines or protocols reflect evidence-based prescribing including current NICE / Public Health England guidance Appendix A;
- Be responsible for accessing prescribing data to enable this via Electronic Prescribing & Financial Information for Practices (EPFIP);
- Ensure prescriptions include required information as specified by NHS BSA and where possible they are printed rather than handwritten http://www.nhsbsa.nhs.uk/PrescriptionService/938.aspx;
- Ensure any controlled drug incidents / occurrences /concerns are reported to the NHS Local Area Team Accountable Officer for Controlled Drugs; report controlled drug concerns and incidents to: NECSU.ddtcontrolleddrugs@nhs.net;
- Participate in and contribute intelligence to the Controlled Drugs Intelligence Network.
- Ensure appropriate arrangements are in place for the development and review of Patient Group Directions (PGDs) should they be required in line with legislation and NICE Medicines practice guideline (MPG2)(Aug 2013) (August 2013) and the Medicines & Healthcare produces Regulatory Agency . A copy of the providers PGD policy and any authorised PGD's should be available to the Council on request.
- Set an indicative budget with the Council. Any variation of actual vs indicative budget of >15% will trigger a contract review meeting* (*This will only come into force once a minimum of 4 months prescribing data is available)

Prescribing issues will be an agenda item in the quarterly contract performance meeting

Provision of community based Naloxone

The Council recognises the importance of preventing drug related deaths and the role that take home Naloxone can play in this.

As Northumberland's local authority commissioned drug service, the Provider is permitted to supply Naloxone without a prescription when supplied to an individual with a view to saving a life in an emergency. The Provider will be required to fund all the costs related to the provision of take-home Naloxone and to develop a local protocol in agreement with the

Council for the distribution of take home Naloxone which should include:

- Process for identify and target service users most at risk.
- Ensure robust training is given to families, friends and carers of those being supplied with Naloxone kits.
- Given the geographical spread of the county, a process to identify settings which are appropriate to hold Naloxone and ensure that staff are trained in dealing with needle stick injures, basic life support and identifying overdoses.
- Supporting settings which hold Naloxone to develop their own internal policies and procedures for the storage and use of Naloxone.
- Reporting numbers of kits distributed, used and resupplied each month.
- Have a mechanism to capture data on all uses of the kit and the subsequent outcomes.

Drug Testing

The Service will source, supply, fund and manage all aspects of drug and alcohol testing in Northumberland for service users. This will include both Point of Care testing and laboratory based testing when appropriate. Drug/alcohol testing will be provided in the following circumstances:

- For clinical reasons - e.g. initial assessment, sample integrity testing, confirmation of drug use, to confirm treatment compliance and to monitor illicit use.
- Drug Rehabilitation Requirement (DRR) service users in line with Probation National Standards.
- Confirmatory tests may be sought to assist with particular cases where the range and level of drugs misuse needs to be ascertained.
- Where there are active safeguarding procedures in place, the provider will work with the Council's Children's Social Care staff to establish drug and/or alcohol testing requirements with supporting protocols and information sharing arrangements (with service user consent)
- For service users other than DRR's drug testing protocols should be in place to outline the intention of drug testing, criteria and frequency of testing, obtaining consent, ensuring `chain of custody' and discussion and management of reporting results and other issues as appropriate.
- The Provider will manage all activity in relation to providing the service including procurement, storage, distribution, monitoring and disposal of stock/equipment.
- The Provider will produce written procedures on the calibration of equipment, infection control, collection, storage and disposal of biological samples, their despatch to a laboratory and the management of the reported results.
- Providers of toxicology services must be registered with the Forensic Science Regulator and adhere to its standards.

The Service must have regard to the cost implications of testing; however this should never take precedence over clinical need.

1.13.9 **Psychosocial interventions**

Psychosocial interventions will form a key element of the service user's recovery journey,

and will be offered to all service users in both one to one and group-work sessions.

The provider will fund and deliver a range of evidence based psychosocial interventions see Appendix A, which will be delivered across a range of settings that are accessible to service users including but not limited to:

- Identification and Brief Advice and Extended Brief Advice.
- Motivational Enhanced Therapy.
- Motivational interventions.
- Behavioural Self-Control/Self-Management Training.
- Behaviour Contracting.
- Coping and Social Skills Training.
- Contingency Management.
- Cognitive behavioural based relapse prevention interventions.
- Cognitive Behavioural Marital Therapy.
- International Treatment Effectiveness Project.
- Behavioural Couples Therapy/Family work.
- Social Behaviour and Network Therapy.
- Community Reinforcement Approach.
- 12-Step Facilitation Therapy.
- Relapse Prevention.
- Aftercare.

Where other evidence based psychosocial interventions, which are based on established psychological models/theories, are used, a description of these interventions, along with the relevant evidence base, must be provided to the Council.

The provision of psychosocial interventions will form part of the package of care for all service users in structured treatment.

The provider will ensure that all evidence-based psychosocial are delivered by staff with the appropriate additional competencies, and that these interventions are delivered within a clinical governance framework, including appropriate supervision.

The provider shall make available psychosocial interventions to all service users at all stages of their recovery journey including pre-contemplation, contemplation, active change, and relapse prevention.

The provider will ensure there is a balance of one to one and group based sessions available.

The provider will deliver a structured day programme (SDP), which will provide service users with the opportunity to access a more intensive programme to explore and address their substance use and related behaviour. The SDP will:

- Provide interventions and support to enable service users to manage the various aspects of recovery, including moving towards and achieving abstinence, relapse prevention/management, improving physical and psychological health and wellbeing, life skills, and maintaining positive family and social networks.
- Enable service users to use their time constructively, engaging in meaningful

activities and working towards volunteering, education, training or paid work.
- Offer service users the opportunity to develop new skills and individual strategies to build sustainable recovery capital.
- Provide opportunities for service users to engage with a range of agencies which will promote health, economic and social wellbeing, and integration.

1.13.10 Mutual Aid and Peer Support

Ongoing development of a visible community in recovery is key to helping more recover from substance misuse. The Council is committed to the development of recovery champion's as volunteers and peer mentors to support the growth of recovery networks to support those in recovery.

To achieve this, the provider will develop and coordinate the delivery of a volunteering and peer mentoring programme. This will be primarily designed for existing and former service users but will also be inclusive for family, friends of current/former service users, and people from the wider community.

Volunteers and peer mentors will supplement treatment system delivery through (but not limited to):

- Supporting existing service users in their recovery journey.
- Supporting the engagement of hard to reach groups and encouraging engagement into the Service.
- Raising awareness of the treatment system, its service and interventions and other support services.

To ensure volunteers and peer supporters are supported in this role, the provider will:

- Support the identification and development of recovery champions to promote the peer-led recovery agenda locally and highlight the variety of differing ways in which service users can recover.
- Ensure there are clear policies governing the recruitment of ex-service users both as paid staff and volunteers, including Disclosure and Barring Service (DBS) check issues.
- Provide appropriate supported placement opportunities for volunteers and mentors throughout the system.
- Work with service users to identify volunteering opportunities with other universal services as an ongoing route into employability and improved health and wellbeing.
- Work with stakeholders to support the development of mutual aid groups and peer led recovery support groups and encourage and support service users and carers to access these groups.

1.13.11 Children and families

The service will offer specific interventions for parents based on the impact of drug and/or alcohol use on children, the role of social services, positive parenting, the safe storage of medication and the risk to children of opioid substitute medications. See Appendix C

Where service users are identified as living with children, or are in regular contact with children, supportive home visits will be offered. This will, where possible, be in partnership with appropriate community services. Service users will be re-visited according to the needs identified and risks assessed Home visits must be made in line with a lone working policy and appropriate risk assessment procedures.

The provider will ensure effective integrated approaches are in place to meet the needs of pregnant female service users, including collaborative working with Northumbria Healthcare NHS Foundation Trust Specialist Midwife and Safeguarding Leads, maternity services and Northumberland County Council children's social care. The service must also support and contribute to existing pathways operating in Northumberland.

The Provider will ensure that all staff operates in accordance with safeguarding procedures as outlined in Appendix C.

1.13.12 Young People and transition

The provider will ensure that there is an identified and named young person's lead within the service who is responsible for:

- Liaison with the young people's specialist substance misuse service;
- The management of under 18's who have a pharmacological need; see section 3.8.8.
- The care coordination of young people in transition from SORTED, the young people's substance misuse service to the Service.

Specifically the Service will:

- Refer service users who are under 18 who do not have a pharmacological need to SORTED, the young people's treatment service using the screening and referral form, and in keeping with local safeguarding procedures. For those with a pharmacological need, see section 3.8.8.
- At least three months before a young person reaches their 18th birthday and structured treatment for substance use is still required, a transitional recovery plan will be developed and reviewed jointly by an identified young person's recovery coordinator from the adult treatment service and the young people's substance misuse service. Recovery coordination will be carried out by staff within the provider service who have a sound working knowledge of young people's services and treatment needs. Care should be taken to ensure the young person does not become disengaged from treatment. The young person's recovery coordinator will continue to work with the young people's specialist substance misuse treatment service to ensure engagement with the adult system. No person under the age of 16 should be in the adult treatment system.
- On an annual basis, review with SORTED the cohort of 18-24 year olds entering the adult treatment system not known to the young person's service with a view to better informing SORTED's engagement strategy and on a 6 monthly basis meet with SORTED to ensure that the pathways are operating effectively.
- Provide ongoing support and advice to SORTED as required on specialist substance misuse issues such as needle exchange.

1.13.13 **Service user, carer and family involvement**

Evidence clearly shows that service users have a much greater likelihood of achieving and sustaining recovery where there are protective factors such as involvement in their care and recovery planning and care, close family/carer involvement and recovery networks. The provider will need to demonstrate to commissioners how carers and families/significant others are supported and involved in the planning, delivery and review of recovery orientated treatment pathways.

This may include but is not limited to:

- Ensuring that service users and Carers are aware of their rights and responsibilities at the point of engagement with the Service, particularly around information sharing and consent.
- Ensuring there are mechanisms which allow anonymous feedback on the Service from service users, carers and families.
- Quarterly reporting to commissioners on service user , carer, friends and families experience of services.
- Carrying out anonymous annual service user and Carer satisfaction surveys which is reflective of the demographics of the Services treatment population and sharing the results with the Council.
- Establishing and displaying service user and Carer's Charters at the services premises.
- Involving service users and carer representatives on all provider recruitment panels. The provider will ensure that service users and carers are provided with appropriate training and support to be meaningfully involved in the recruitment process as fully participating panel members.

Evidence shows that families and carers supporting a substance misuser are also more likely to have mental or physical health issues or other complex needs themselves which require addressing. They can also have both a negative and positive impact on a service user's recovery. The requirement relating to carers support is outlined in more detail in Appendix G but in summary carer interventions should include dedicated support to enable them to become an active participant in their loved ones care where this is complementary to the service users recovery.

In addition to involving individual service users and Carers, the Service must consider the promotion of wider service user involvement. This will entail providing a dedicated Peer Involvement function which works with not only those accessing the Service but also those accessing other recovery approaches or currently not in structured treatment. Specifically the objectives of this aspect of the service will be to:

- Develop and support active user involvement, both in terms of the commissioning framework (service planning, commissioning, review and evaluation) and the development of recovery communities across Northumberland.
- Support service users to identify aspects of life that give meaning, hope, value and purpose whilst recognising that each individual's recovery is a distinctive and deeply personal process.

- Work with other staff in the Service to identify, understand and respect aspects of life that give meaning, hope, value and purpose to service users, creating an awareness in staff of the key role that service user's experience, may play in their identity and how it influences the way they cope with their current problems.
- Promote visible recovery from drug and alcohol addiction. By drawing on ex-service users own unique lived experience of recovery and how the wisdom that comes with this can support others on their personal journey.
- Promote recovery to all services users in Northumberland, particularly those who are hardest to engage and who are not accessing structured treatment.
- Promote a carer friends and family peer support network.

In the delivery of this function, the Service will need to consider how to ensure that the voices of service users are heard and how staff who facilitate this process are supported in the event that messages are critical of the service.

1.13.14 Treatment Exit Planning and Aftercare

The provider will work in partnership with service users, friends, families and carers, and other agencies to ensure that pro-active exit planning, aftercare, and relapse prevention plans are part of the on-going recovery care planning process and that the re-entry pathway is clearly communicated and shared.

Effective treatment exit planning will encourage service users to achieve successful exits from treatment in a planned way. To minimise relapse and re-presentation into the service, the provider will offer a basic level of support following planned exit from treatment. This will include:

- Ensuring GP registration.
- Identification of universal services or other community based organisations which promote health and wellbeing who can continue to support the service user in their recovery e.g. Job Centre Plus, ETE and housing support agencies, physical activity, the arts.
- Facilitated access to mutual aid/peer support groups, including Alcoholics Anonymous, Narcotics Anonymous, SMART Recovery, volunteering, peer mentoring and engagement in recovery networks and communities.
- A three month follow-up contact to identify if the service user is successfully continuing in their recovery and/or has any additional needs. The post discharge Treatment Outcome Profile (TOP) review will also be carried out at this contact.

Wherever possible, individuals who re-enter the service will be allocated the previous key worker for care coordination for continuity of interventions.

1.14 Multi-Agency Working

Substance misuse issues are seldom found in isolation, with links to poverty, poor health, abuse, unstable house or homeless and family and relationship issues. Whilst the core business of the treatment system is to deliver a specialist substance misuse service and recovery for Service users, sustainable recovery can only be achieved by addressing these wider issues in service users lives, developing recovery capital and encouraging people to

reach their full potential.

The provider will therefore need to take these issues into account when designing service delivery by coordinating care and building productive working relationships with agencies whose core business is to provide support and interventions on these wider issues. These partnerships will require activity in the following areas:

- Productive working relationships supported by pathways, protocols and effective communication mechanisms.
- Engagement and attendance at key partner agency groups that facilitate recovery co-ordination.
- Engagement in multi-agency case conference's such MARAC, MAPPA, Child Protection conferences and Safeguarding Adults conferences etc.

In order to provide a holistic approach to meet the needs of the service user, the provider will be required to develop the following joint working arrangements.

1.14.1 **Hospital Liaison**

The provider will work closely with secondary acute health care services to ensure that people with substance misuse issues accessing emergency or planned healthcare are quickly identified and supported to access community substance misuse services and that frequent attenders are monitored. This will include (but is not limited to):

- Clear and effective pathways.
- Participation in multi-agency groups in hospital and community settings to coordinate and regularly review care of service users.
- Appropriate information sharing arrangements in place between the hospital and the service in order to improve care outcomes (e.g. on-going prescribing or risk information).
- Maximising the potential of `teachable moments' by facilitating access to inpatients by recovery coordinators or peer mentors and the wider recovery network and opportunities.

1.14.2 **Offender Management**

Offenders are a key target group and this service provides an integral part of a wider local integrated offender management system involving the NPS, CRC, Northumbria Police, Prison Services, Safer Northumberland Partnership and Northumberland County Councils prisons social care service. The aim of this element of the service is to promote access to treatment and recovery focussed interventions in order to reduce offending behaviour and to reduce the harm caused by substance misuse to offenders themselves and others.

Activity will include (but is not limited to):

- Using a variety of methods, settings and partners within the criminal justice system to promote the service and recovery options to substance misusing offenders.
- Establishing information sharing agreements, protocols, pathways and regular multi-agency meetings to ensure that the needs of offenders are being met irrespective of their journey through the criminal justice system.

- Develop robust Through The Gate specific provision to ensure timely continuity of care for those individuals moving between the secure estate and the community.
- Engage with the police custody suite and court based Liaison and Diversion service across the county.
- Ensuring there are staff within the Service who have the knowledge, skills and experience to deal with this client group.
- Identifying a named recovery coordinator for each service user.
- Jointly agreeing and delivering care to meet the needs of the service user and any court disposals e.g. DRR and ATRs.
- Providing a source of advice and guidance to the criminal justice system on appropriateness of evidence based treatment options for this client groups.
- Sharing timely information in accordance with agreed timescales.

A full specification of the service requirement for this client group is provided at Appendix B.

1.14.3 **Co-existing alcohol and drug misuse with mental health issues**

For the purpose of this specification, dual diagnosis is defined as being: “Individuals with diagnosed severe and enduring mental health illness and problematic drug and/or alcohol use”. This includes any drug use which is seen to be either exacerbating the symptoms of mental illness, or interfering with an effective treatment response”. In collaboration with Mental Health Services, the Provider must ensure that service users who have both substance misuse and mental ill health are not discriminated against due to their mental health need as being perceived as drug or alcohol induced. To ensure a seamless service the Provider will:

- Ensure there is a designated qualified lead based within the Service to provide direct care to this service user group.
- Establish and participate in joint working arrangements with mental health services to provide an integrated and inclusive treatment response for this service user group client such as working with Mental Health Services to establish a lead and where necessary joint assessments and a single care plan.
- Ensure that screening, assessments have taken into account the potential presence of co-existing alcohol, drug misuse, mental health issues and where present establish its level of severity and risk using recognised tools.
- Ensure that staff are competent to assess the level of need for this service user group
- Ensure that all staff working with this service user group have supervision by a suitably qualified professional in relation to co-existing alcohol, drug misuse and mental health issues.
- Regularly review service development, care pathways and joint working in relation to this service user group

1.14.4 **Community Pharmacists**

The Service will need to developing effective working relationships with local community pharmacists to develop information sharing protocols and training around supervised consumption of prescribed medications and needle exchange. See sections 2.8.1 and 2.8.3.

1.14.5 **Access to Residential Rehabilitation**

The Provider will liaise with the Council and relevant Residential Rehabilitation providers to ensure that, when a service user requires residential rehabilitation suitable provision is identified to meet the service user's needs. The Provider will ensure that the service user is prepared for admission and a plan for aftercare is in place. For further information see section 2.8.8.1.

1.14.6 **Supporting Families Partnership**

Northumberland Supporting Families Partnership has been established with the aim of addressing those families who face multiple and complex problems. The provider will have in place appropriate mechanisms to identify and seek consent from service user for referral and work alongside the Supporting Families Teams to support the service user and their family. Information on the program is available at http://www.northumberland.gov.uk/Children/Family/Support.aspx

1.14.7 **Children and Families Services**

The provider will assess the needs of service users who are parents and encourage and support them to access and utilise mainstream family services. This will include the development of referral pathways with Children's Centres, the Early Help Team and other mainstream providers. The provider will develop working links with community health services.

1.14.8 **Adult and Children Social Care Services**

The Provider will liaise with adult and children social care services where thresholds for referral are met or service users are already accessing these services. The service must operate within the context of Northumberland's safeguarding procedures as required by Northumberland Children's Safeguarding Board see http://northumberlandlscb.proceduresonline.com/chapters/contents.html and Northumberland's Adult Safeguarding Board see http://www.northumberland.gov.uk/Care/Professionals.aspx#informationforsafeguardingadultspractitioners See Appendix C for further information.

In addition to this, under the Care Act, local authorities have new functions. This is to make sure that people who live in their areas:

- receive services that prevent their care needs from becoming more serious, or delay the impact of their needs
- can get the information and advice they need to make good decisions about care and support
- have a range of provision of high quality, appropriate services to choose from

In Northumberland people are supported into preventative services by a team of support planners. The successful provider will be expected to develop an awareness and relationship with this team as well as more traditional social care services to be able to offer advice and assistance in accessing preventative and social care services.

1.14.9 **Mutual Aid Groups**

The Provider will:

- Work closely and actively promote and support Mutual Aid opportunities (for example by enabling access to rooms and facilities) such as Narcotics Anonymous, Alcoholics Anonymous and SMART recovery to service users.
- Ensure pathways into these groups are accessible for all service users throughout the treatment system, particularly those leaving treatment including residential rehabilitation and that the service workforce are aware of all of these opportunities.
- Support local groups, for example by enabling access to rooms and facilities.

1.14.10 **Job Centre Plus and other Education Training and Employment Providers**

In order to contribute to service user outcomes around employment education and training the Provider will:

- Refer to and receive referrals from Jobcentre Plus to enable appropriate multi-agency working, in particular complying with any existing protocols in place.
- Also work with other providers of Education Training and Employment services designed to improve employment, education and training opportunities for clients.

1.14.11 **Housing Providers**

In addition to providing housing support as a sub intervention of Recovery Support, the Provider will work closely with local housing providers to help ensure that the housing needs of service users are quickly and appropriately met.

1.14.12 **Primary Care**

The Provider will work with local primary care services to ensure there are referral routes to these services and to ensure that referrers are kept update in relation to on-going care plans, where required.

1.14.13 **Healthy Lifestyle Services**

The Provider will develop ways of working with local primary care services such as the Integrated Wellbeing Service (which includes and amalgamates the Specialist Stop Smoking Service, the Health Trainer Service and Specialist Health Improvement Service) Sexual Health Services, and the IAPT Service to enable service users to be signposted to a full range of holistic healthy lifestyle advice and support services.

1.14.14 **Coroner's Offices**

The Provider will liaise with the two local Coroner's offices to enable early identification and notification of the death of service users.

1.14.15 **Northumberland Fire and Rescue Service**

The Provider will liaise with Northumberland Fire and Rescue Service where appropriate to enable service users who are at risk of fire in the home to access preventative interventions (for example smoke alarms, carbon monoxide alarms and fire safety checks).

1.14.16 **Domestic Abuse Services**

The Provider will liaise with domestic abuse services where service users are identified as victims or perpetrators of domestic abuse and with Children's Social Care where children are identified.

1.14.17 **Trading Standards and Licensing**

The Provider will be encouraged to liaise with Trading Standards to share intelligence relating to the supply of regulated products and licensed premises where harm is being caused to service users e.g. irresponsible sales, supply of counterfeit alcohol and tobacco. The intelligence will be used to help inform approaches to managing irresponsible premises and potential hot spot areas.

1.14.18 **Safer Northumberland and Health and Wellbeing Board**

The Safer Northumberland Partnership and the Health and Wellbeing Board bring partners together to oversee partnership activity to ensure that our residents live in safe and healthy communities. The Provider may be required to contribute to partnership activity or groups who meet to achieve these aims.

CORE STANDARDS

1.15 Service Standards

The provider shall contribute to the achievement of national and local priorities and targets. The provider shall provide the services in accordance with the terms of this specification.

The provider shall deliver services in line with current key references for all service standards including but not limited to those listed in Appendix A.

The provider will be expected to comply with any updates to existing standards or any new national standards that are produced.

The provider will ensure that quality standards comply with nationally agreed competencies as set out in the revised Drug and Alcohol National occupational standards (DANOS). The provider will undertake an annual workforce skills and competency audit. The provider will ensure that all; operational policies comply with national organisational standards. The provider should also ensure that their workforce sign up to and abide by the Federation of Drug and Alcohol Professionals (FDAP) code of practice.

The Provider will be required to implement the following service governance arrangements:

- Establish service improvement groups made up of staff and service users/carers to ensure that services are delivered to meet identified need at all times.
- Ensure there is an appropriately skilled and competent workforce to deliver the requirements of this specification as reported in an annual training needs analysis which is provided to the Council.
- Ensure there are appropriate policies, protocols and procedures in place to ensure the safe provision of the full range of treatment interventions, which will be shared with the Council upon request. See section 3.5.
- Ensure there is an active risk register in place, outlining the key risks and controls in relation to the provision of the treatment service, which will be subject to ongoing monitoring and review. The risk register will be shared with the Council and will be reviewed by the Council at regular intervals and as part of the annual service review process.
- In accordance with the Health and Social Care Act 2008, where regulated activities are provided, the Provider must register these with the Care Quality Commission (Refer to http://www.cqc.org.uk/organisations-we-regulate/registering-first-time/regulated-activities). The Provider must contact the Care Quality Commission immediately on award of contract to begin registration of any regulated activities provided within the contract and provide evidence of registration annually.
- Comply with CQC regulations and co-operate fully in any inspections and audits.
- Inform the Council of the outcome of any inspection visits or other investigations and concerns regarding compliance against any of the CQC essential standards identified by the provider or the CQC.
- Inform the Council immediately of any areas of non-compliance following inspection and provide action plans for these and any area where a risk of non-compliance is

identified.

- Nominate lead/s for service governance which will operate within a clear service governance framework that is agreed between the provider and the Council. The service governance leads will be the main point of contact for the Council in relation to Service Governance and will be requested to represent the Provider at relevant meetings.
- Ensure that clear quality standards are intrinsic to the design, development, delivery, and monitoring of all aspects of service provision.
- Undertake, as a minimum, annual service user and carer satisfaction surveys, the findings and feedback from which will be routinely shared with the Council.

1.16 **Clinical Governance**

Clinical governance is defined as: "*a system through which organisations are accountable for continuously improving the quality of their services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish*" (Department of Health 1998).

The provider will:

- Ensure that the service inculcates a culture of continuous improvement, drives innovation through strong leadership and abides by the quality improvement framework as required by the relevant standards and guidelines against which they work.
- Establish and implement the framework of clinical governance including a named accountable officer that the Provider's clinicians and practitioners will be operating within.
- Ensure that practice is regularly reviewed in line with NICE guidance documents and the UK Guidelines on Clinical Management(Appendix A)
- Undertake regular audits of clinical practice to ensure that on-going service improvement is embedded into working practice.
- Undertake regular training needs assessment and provide evidence of completion of courses by Staff to ensure that continuing professional development is applied in support of clinical governance.
- Ensure that clinicians and other practitioners are linked to an appropriate Responsible Officer for the purposes of revalidation.
- Ensure that arrangements are in place to report and manage all Serious Incidents and Never Events see Appendix E.
- Ensure that there is a complaints procedure in place which is accessible to service users, families and carers.
- Ensure that arrangements are in place to manage the collection, storage and disposal of clinical waste.
- Ensure that infection control arrangements are in place to reduce the risk of transmission of infections.
- Participate in inspections in relation to the safe and secure handling of medicines (for example, the Council, CQC, commissioner quality audits etc.)
- Establish and implement standard operating procedures in relation to safe and secure handling of medicines which are available to all Staff.

- Undertake regular audits of the systems in place for controlled drugs to ensure that on-going service improvement is embedded into working practice.
- Implement procedures in relation to the management and use of controlled drugs to comply with the misuse of drugs regulations (including but not limited to):
    a) Access
    b) Storage
    c) Security (including in relation to transport)
    d) Disposal and destruction
    e) Record-keeping
- Maintain contact with the Accountable Officer (NHS England) for controlled drugs.
- Undertake regular reviews (minimum of monthly reviews) of compliance with the standard operating procedures for safe and secure handling of medicines.

1.17 **Models of Care**

System development and service delivery will be in line with Models of Care (National Treatment Agency, updated 2006) and Models of Care for Alcohol Misuse (Department of Health 2006) and any new updates that are published.

1.18 **Business Continuity**

The provider will produce and maintain a business continuity plan, which will be shared with the Council and reviewed within the annual service review process. This should cover:

- Key processes
- Maximum tolerable periods of disruption
- Dependencies/Inter relationships
- Key contacts
- Roles and responsibilities during an incident.

1.19 **Statutory and other regulations, policies, and procedures**

The provider is expected to comply with all relevant legislation, regulations, statutory circulars, and national quality requirements in so far as they are applicable to the service. The provider will have robust processes for assessing, implementing and monitoring NICE technology appraisals, guidance and interventional procedures as appropriate. Outcomes of any non-compliance are to be made available to the Council, with an action plan and timelines for compliance. A quarterly position statement will be provided detailing any likely concerns regarding compliance against any essential standards.

All policies must have a named lead who holds responsibility for implementation and monitoring, and a date for review.

The provider will develop shared protocols with a range of other health, social care and other organisations to ensure robust and effective information sharing and joint working processes as outlined in section 2.9.

The provider will have a written strategy on how to re-engage service users who have dropped out of treatment.

The provider will have a clear Dangerous Patients' policy, available on request, which will govern the decision making process for excluding a service user from the Services (including consultation with the Council) and managing associated risk. This policy will promote risk-assessed on-going contact with service users who may have been excluded from certain locations. The policy will include information sharing regarding dangerous patients with other services with whom the service user in known to be in contact.

The provider is required to have in place, or be clearly working towards, effective written policies and procedures which promote the well-being and safety of service users and staff, and which reflect the service user group served. All polices should be dated and subject to regular (minimum annual) review. These should include, but are not limited to:

- Complaints/grievance procedure (for paid staff and volunteers).
- Information sharing Protocol.
- Service user's Charter of rights.
- Carers Charter of Rights.
- Service user involvement.
- Service provision for people with co-existing alcohol and drug misuse with mental health issues.
- Transitional arrangements for young people moving into adult treatment services.
- Service provision for pregnant substance users.
- Service provision for substance misusing parents.
- Service provision for street homeless substance misusers
- Smoking.
- Drug use and supply.
- Alcohol use.
- Equal Opportunity in service provision, recruitment and employment.
- Occupational Health.
- Health and safety, including: vaccinations, needle stick injury, infection control, HIV/AIDS, fire, and accident recording (nominated health and safety officer).
- Staff drug and alcohol use.
- Grievance and disciplinary.
- Staff leave, sickness, absence and retention.
- Staff induction, training and development strategy.
- Working in the community (outreach, home visits, satellite working).
- Violence at work.
- Fire Policy.
- Safeguarding Children.
- Safeguarding Adults.
- Safety of staff involved in outreach work and lone working.
- Prescribing policy and procedure consistent with 'Models of Care' and Department of Health clinical guidelines (Drug Misuse and Dependence – Guidelines on Clinical Management (1999 and 2007) and as described in the 2016 refresh of NICE Orange Book guidelines
- Risk assessment protocols.
- Management of Serious and Untoward Incidents including Drug Related Deaths and non-fatal overdoses.

- Maximising Hepatitis immunisation and BBV testing
- Equalities and Diversity
- Business continuity and emergency planning
- Health and Safety
- Recruitment and selection
- Data Protection, Confidentiality and Information Security
- Serious Incidents
- Workforce supervision, appraisal and / or performance management
- Quality management
- Peer support and volunteering (including handling of expenses for service users and carers).

1.20 **Information Governance**

The Provider must supply a robust case management, electronic data collection and performance management system to ensure that there is controlled and appropriate sharing of information and that the data collected is accurate, reliable, and will support the continual assessment of substance misuse needs in Northumberland. This will require robust information governance and information management systems to be in place which will:

- Ensure each client has a single case file.
- Enable effective system performance management and monitoring.
- Ensures compliance with NDTMS, TOP or DET/DAMS as defined by Public Health England.
- Ensures all other reporting requirements are collated and adhered to.
- Support wider partnership working.

To achieve these, information governance arrangements must be established to support the Provider to:

- Work with the Council and any previous providers of the services to ensure that data confidentiality and individual service user privacy is not compromised during the transition from existing systems.
- Demonstrate accountability for the appropriate assurance of privacy issues involving the processing and sharing of service user's personal and sensitive information, in accordance with relevant legislation including the Data Protection and Freedom of Information Acts.
- Establish clear Information Governance policies which are understood by all members of staff and volunteers and be able to demonstrate that training is provided on these policies and that they are adhered to.
- Present and clearly explain issues of confidentially and the use of data to service users before assessment for treatment begins.
- Provide `fair processing' information in accordance with The Data Protection Act. This should be explained on the service user's first visit to the service, and must describe:
    a. What information will be collected by the provider.
    b. What information will be shared with other services and organisations involved in their care, and when.
    c. Who information will go to and why.
    d. In what circumstances information will be shared in order to safeguard

or where serious risk of harm is identified.

- Inform the service user of the Councils information requirements, including full postcode and access to data and that this will be used for service review and development, audit, research, and performance management purposes.
- Record when consent is granted and refused and revisit the issue at each review.
- Share information with relevant agencies involved in a service user's care where a service user has given consent for information to be shared, including (but not limited to):
    i. Carers and family members.
    ii. Sorted, the Young People's Substance Misuse Service.
    iii. Primary Care including general practice.
    iv. The National Probation Service (NPS) and Northumbria Community Rehabilitation Company (CRC).
    v. Adult and Children's Social Care.
    vi. Children's and family services.
    vii. Mental Health Services.
    viii. Housing.
    ix. Jobcentre Plus and other Education Training and Employment Providers.
    x. Hospital Trusts.
    xi. The Police.
- Sign up to any existing and local substance misuse and criminal justice information sharing protocols and co-operate with criminal justice services where they require information about service users, where they have consent to gather this information or when they are requesting information under an exemption in the Data Protection Act and in line with the Crime and Disorder Act 1998 regarding information sharing.
- Share information in accordance with local safeguarding procedures irrespective of consent being given.
- Submit all appropriate information, on request by the Council, in relation to Drug Related Deaths, Alcohol deaths, Serious Untoward Incident investigations, to local investigation processes.
- Demonstrate that records are held securely and staff and volunteers are properly trained in how to handle and store records.
- Ensure all data and information is shared using secure methods of communication such as secure email or encrypted file transfer.
- Keep accurate records of service users using the Service and service users who have previously used the service.
- Share prescribing data with the Council.
- Share with future providers of the Service (if there is a change of provider in the future) service user information, staff information, audit data and reports, and any other information necessary for that provider to provide the Service.

1.21 **Information Management Systems**

The provider will be responsible for supplying electronic case management, data collection and performance management procedures. To support the information governance arrangements the Provider will be required to:

- Appoint and name a Caldicott Guardian.
- Comply with all national data and performance monitoring and local data requirements including:
    i. National Drug Treatment Monitoring System requirements (current and future) including minimum thresholds for completion.
    ii. Meet the specified data quality standards of 100% load quality and 100% data quality.
    iii. Treatment Outcome Profiles including minimum thresholds for completion.
    iv. Local data requirements are outlined in Appendix I.
- Seek appropriate and informed consent to share clients' data with the Council, NDTMS and any other appropriate body.
- Submit NDTMS return(s) for any structured treatment activity through the NDTMS File Upload Portal and submit a copy to the Council each month.
- Submit pseudonymised data extracts to the Council appointed data warehouse to support effective needs assessment, service evaluation, inform strategic developments and reports to the Council ensuring compliance with patient consent guidelines.
- Submit relevant statistical information and meet reasonable ad-hoc requests for data not listed in NDTMS report.
- Complete a performance monitoring schedule on a quarterly basis in line with the Council's guidance and return to the Council via secure email.
- Ensure that the Case Management System (and other electronic record management system used) complies with relevant security and data protection standards and that record are regularly backed up.
- Ensure that any proposed changes to IT systems for NDTMS submission are agreed with the NDTMS team at Public Health England, and the Council, in advance.
- Establish a process to manage any loss of data, accidental or otherwise including how the provider would:
    i. Implement a recovery plan, including damage limitation
    ii. Assess the risks associated with the breach
    iii. Inform the appropriate people and the Commissioner that the breach has occurred
    iv. Review their response and update their information security.
    v. Have policies in place to Notify the Council of any information security incidents relating to service users within 24 hours of such an incident occurring.

The Council recognises that the information provided to it by tools such as the NDTMS are only effective at presenting a snapshot of the position of cohorts within the treatment system at any given point in time rather than the progress of service users on their journey to recovery or identify particular hot spot areas where increased activity is required. The Provider will therefore be required to work with the Council to develop a system that will allow the Council to query the Provider's data in order in order to gain a greater understanding of the changes that are occurring within the treatment system instead of being wholly reliant on NDTMS data.

1.22 **Complaints procedure**

The provider will have a clear and written complaints procedure in place which complies with both Local Authority and NHS standards. It will be made available to service users and their families/carers at commencement of engagement with the service.

The provider will ensure that the complaints procedure is clearly identified in waiting areas and explained verbally to all service users presenting to services for their first treatment event,

Where a complaint or concern about the service is offered, the Provider will make efforts to address the issue as soon as possible. If the issue is not resolved to the satisfaction of the service user they should be assisted to make a complaint in the first instance via the Providers official complaints process followed by the Councils official complaints process. If the complaint remains unresolved, individuals can address their concerns to the Parliamentary and Health Service Ombudsman. The Ombudsman will resolve complaints for individuals and feed information to the sector and professional regulators where there are concerns about patient safety. The provider will log all complaints and will return a quarterly collated report of all complaints received and resulting actions to the Council, including any complaints which have been passed to the Local Government Ombudsman.

1.23 **Workforce Requirements**

The provider must ensure that all managers and staff have the values, skills and knowledge and values to be able to respond to the needs of drug and alcohol users in Northumberland. Staff shall support and assist service users with sensitivity and respect, and take every opportunity to encourage and support the service user to maintain or improve their skills and ability to be autonomous.

The provider will have in place robust workforce planning strategies which include (but are not limited to):

- Workforce continuity planning e.g. recruitment and retention, strategies, overcoming potential skills shortages, achieving an effective skill-mix.
- Monitoring the workforce, reporting on staff turnover, sickness absence, and vacancy levels to the Council as part of the Quality Standards Reports process.
- Limiting the use of agency staff to support quality service delivery and clinical safety. This should be reported to the Council as part of the Quality Standards Reports process.
- Increasing the proportion of volunteers working in the service.
- Encouraging the employment of people in recovery within the service who play a vital contribution in:
    - Generating motivation to change
    - Creating a spark of therapeutic hope
    - Providing skills and support
    - Linking to Education, Training and Employment, Housing etc.
    - Linking to communities and networks of recovery
    - Being a recovery champion.

The Provider must ensure that all staff are safe and competent to fulfil their roles, which

includes but is not limited to:

- Ensuring that all staff and volunteers are appointed only after all appropriate pre-employment checks are satisfactorily carried out. (i.e. DBS checks for the role to which they are appointed and appropriate security clearance in the case of those working in police investigation centres and prisons).
- Ensuring all operational staff must be issued with formal identification. This must be carried and used whenever staff are operating on behalf of the provider.
- Ensuring all staff have access to induction and ongoing professional development.
- Providing regular supervision which is appropriately recorded to all staff.
- The provider shall provide job descriptions and person specifications for all roles. In addition there will be role profiles which map the job responsibilities to suites of occupational standards such as Drugs and Alcohol National Occupational Standards (DANOS) or equivalent. Within 12 months of the start of service provision the provider will be able to verify that all managers can provide evidence of performance of the specified standards applicable to their role at the level of 'proficiency' and at 'competency' level for all other staff.
- Managers must be sufficiently competent, (at the level of 'proficiency' see definitions in table 1) experienced and qualified to ensure that the organisation functions efficiently and the services are provided in line with the specification.
- All other staff who have unsupervised contact with service users will be 'competent' (see definition in table 1) in the duties that they perform within their role. Any other staff or volunteers who are working at the level of 'novice' or 'advanced beginner' (see table 1) must be provided with adequate supervision and support when working with service users.
- All posts will meet the relevant criteria within a recognised and relevant occupational standard framework, such as the Drug and Alcohol National Occupational Standards (DANOS), the NHS Knowledge and Skills Framework, 2004 (Department of Health), or other relevant frameworks.
- Ensure compliance with the General Medical Council and the Nursing and Midwifery Council guidance regarding pre-employment checking and ongoing monitoring of licence to practice for medical and nursing staff, and to the General Social Care Council in the case of qualified social workers.
- Ensuring staff are working towards; a qualification suited to their role and will be able to demonstrate a commitment to continuing professional development (CPD).
- Implement processes to monitor the professional registration and continuing professional development for professionally registered workforce.

An annual staff survey, the findings and feedback from which will be shared with the Council. The provider will develop a staff training and development strategy that will include:

- Annual staff training needs analysis
- Individual development programmes including ongoing training
- Updates on new legislation and developments in practice
- Workforce activities; induction, individual training and development plans

Where appropriate the Provider will involve service users and carers in joint training opportunities.

The provider will ensure that all staff receive training in line with core DANOS competencies, and receive mandatory training, and develop competencies, at least every 2 years in a minimum of the following areas:

- Safeguarding children – training to be completed at a minimum of every 1 year and the provider to nominate a named safeguarding lead
- Hidden harm – assessment & reduction of the impact of parental substance misuse
- Safeguarding vulnerable adults - training to be completed at a minimum of every 1 year and the provider to nominate a named safeguarding lead
- Risk management - risk & resilience model
- Information governance
- Complaint Handling
- Lone Working
- Harm minimisation
- Infection control
- Health and safety
- Equality and diversity
- Domestic abuse
- Co-existing alcohol and drug misuse with mental health

In addition to the above the provider must ensure that all appropriate new and existing staff should be aware of and fully understand:

- The standard assessment, care planning and coordination tools including updates when required.
- National or local initiatives which may impact on their work.
- Substance misuse recovery services in Northumberland including mutual aid groups, where and when meetings are held.
- Latest guidance and developments around recovery.
- Motivational interviewing techniques (or similar) to assist in enhancing service user engagement.
- The availability of other local services which would be of benefit to service users (including eligibility criteria, referrals routes and operating protocols).
- Adult and children's safeguarding issues including Northumberland policies and procedures (Appendix C)

Table 1 – Workforce Competency Level Descriptors	
Novice	The worker is learning the very basics for the task or skill and is not yet aware of their limitations. Therefore at this level they will require supervision and learning support at all times through shadowing more experienced practitioners.
Advanced beginner	Building up the underpinning knowledge to do the task but not yet being competent to cope with every eventuality without checking with a more experienced practitioner. At this level supervision is still required and the worker should not be left to do the task unsupervised. However may be allowed in certain circumstances to perform parts of the task and report

	back.
Competent	At this level the worker is able to put underpinning knowledge into practice safely and adapt to a limited range of eventualities. They are able to make some choices about what, when, and how to do a task, however they will still need to check things out from time to time with a more experienced worker.
Proficient	The worker can predict events more precisely and drawing on experience and reflective practice can recognise patterns and predict outcomes. Out of a wealth of experience the worker has developed a recognition of what needs to be done in a wide range of circumstances and has the confidence and experience to manage the task alone and also teach others.
Expert	Fluid performer – can comfortably and proficiently perform the task without apparent conscious effort. Can deal with a wide range of eventualities without the need to refer to others. Can intuitively predict outcomes and mitigate through reflection in action. 'Thinking on your feet'

1.23.1 **Formal clinical and professional supervision**

Formal clinical and professional supervision for all staff must be provided on a regular basis – at least monthly and in line with guidance from British Association for Counselling & Psychotherapy, Royal College of Nursing and Federation of Drug and Alcohol Professionals, who are all consistent in the view that there is an obligation for workers to engage with regular and ongoing supervision to enhance the quality of the services provided and to commit to updating professional practice by continuing professional development.

In line with DANOS 2012, 'a practical guide for commissioners and providers of drugs and alcohol services' from the Federation of Drug and Alcohol Professionals recommends that;

> *'those providing it (clinical supervision) as line managers or independently should be qualified to deliver the services they are supervising, even if they do not have a caseload themselves'*

The provider will adhere to these recommendations, or any future recommendations that supersede them.

Managers who provide clinical and professional supervision for other staff must be at the levels described below as 'proficient' in the DANOS competencies relevant for clinical and professional supervision, and for the role that they are providing supervision.

The purpose of supervision is to:

- Ensure support for staff to carry out their role function effectively and safely
- Check that case load mix and size are manageable and not causing work related stress or are too difficult to manage safely

- To identify training and development needs in individual workers to form the basis for reflective practice and learning
- To verify that workers are performing their role effectively
- To verify that workers are meeting performance criteria.
- To ensure that care plans are recovery focused and contain clear, negotiated short term and longer term outcome focused goals

1.23.2 **The support, development and supervision of volunteers and unpaid workers**

The provider will have policies in place to ensure the contribution of volunteers to the delivery of services in Northumberland, including a commitment to:

- Volunteering as a route into employment; former and current service users will be given opportunities to become volunteers with the service
- Volunteers will supplement service delivery by supporting the staffing capacity of the service and will not replace the functions completed by employees
- Volunteers will receive training, supervision and support which is suited to their needs.

When working with volunteers, the provider shall adhere to the DANOS 2012 standards which recommend that all services should have established and effective supportive procedures for the management and utilisation of volunteers.

These will include;

- Written recruitment procedure / policy for volunteers
- Volunteering agreement
- Role descriptions
- Clear management / reporting lines for volunteers
- Regular supervision
- Code of conduct
- A mechanism for volunteer consultation
- Regular and adequate training
- Policy regarding volunteers who have / had drug and / or alcohol related problems.

1.24 **Equality Requirements**

The Council will require the Provider to carry out the service provision in compliance with the following requirements:

- To treat all people in a considerate and respectful way and showing sensitivity towards a person's beliefs, background, and way of life, personal needs or circumstances. This applies to anyone that the Provider comes into contact with, or has access to (in person, over the telephone and in writing) in performing the contract throughout the duration of the agreement.
- The Provider must have procedures in place to ensure all staff are aware of the ir obligations and are capable of delivering the service to different people. This might be updated at relevant intervals and according to service development and best practice.

Throughout the duration of the contract, the contractor will also be expected to:

- Keep their arrangements up to date with changes in equality legislation e.g. Equality Act 2010, Human Rights Act 1998, Data Protection Act 1998, Freedom of Information Act 2000 and in accordance with the framework of the Northumberland County Council Equality Policy
- Supply any relevant information requires by the Council in relation to equality or their management of equality issues.
- Monitor the behaviour of staff, volunteers and sub-contractors to ensure they meet their obligations.
- Ensure and monitor the se4rvice to ensure it is meeting the diverse needs of all Service users.
- Seek, collect, monitor and actively follow up complaints in relation to Equality.
- Disclose any written or verbal complaints and/or findings of unlawful discrimination that have been made against your organisation regarding the delivery of the agreement in relation to equality.

TRANSITIONAL ARRANGEMENTS

During the period between the signing of the contract and commencement of the delivery of the service, the contractor with be required to meet with the Council semi-monthly to ensure a smooth transition of the Service. The Provider must ensure that they have the capacity and resource available prior to the commencement of the Service to enable a planned phased transition of service Users and support packages securing continuity of services for service users.

In accordance with the Health and Social Care Act 2008, where regulated activities are provided, the Provider must register these with the Care Quality Commission (Refer to http://www.cqc.org.uk/organisations-we-regulate/registering-first-time/regulated-activities).
The Provider must contact the Care Quality Commission immediately on award of contract to begin registration of any regulated activities provided within the contract.

The Provider must establish a robust transition plan which details how the Provider will meet the terms of the specification by the commencement date of the contract. This plan will need to be agreed and shared with the Council and should include all stages of the transition including timelines, dependencies, issues and risk identification and mitigation.

The transition plan will include as a minimum the following:

- Delivery premises secured and operational.
- Equipment procured and ready for use.
- Single case management system procured, in place with all existing data transferred which may include working with the incumbent provider.
- Staff structure identified and populated, job descriptions agreed, clearances obtained and inductions completed.
- Single point of contact established, referral systems set up and processes agreed with stakeholders.
- Tools to support initial triage, single assessment, recovery care coordination and planning developed and in place.
- Corporate branding and communications plan in place and in process of being implemented.
- CQC requirements achieved.

The plan must also include consideration of the following issues:

- How the provider will work with existing service users, families, carers, staff and the Council to minimise impact of the transition and to ensure that the support and/or structured treatment provided to all existing clients continues unchanged on service commencement.
- The management and support systems to handle the transfer of staff, addressing any TUPE implications, working with both the Council and the incumbent provider (where applicable)
- Where sub-contracting/consortia arrangements are in place, the Provider will ensure

that any parties which are part of sub-contracting/consortia arrangements are also involved in the transitional arrangements.

- Prior to the commencement of the Service, there must be in place information sharing protocols in place with appropriate partners which comply with data sharing and safeguarding principles along with other protocols, procedures and processes as defined by this specification.

CONTRACT AND PERFORMANCE MANAGEMENT AND OUTCOMES FRAMEWORK

1.25 Contract and Performance Management

Northumberland County Council and the Provider will jointly review the contract and Northumberland County Council will monitor performance under this specification leading the discussion on any matters that either consider necessary. Once the service has safely transitioned it is likely that Contract and Performance Monitoring meetings will take place monthly for the first six months of the contract, and after this time the frequency of the meetings will be quarterly. The Council reserves the right to change the frequency of these meetings at any time. Contract and performance Monitoring Meetings will be a formal meeting with an agreed Terms of Reference and with representation from senior management from all Providers involved in the delivery of the service.

It will be a requirement for the provider to submit minimum dataset information in routine performance monitoring meetings with the Council. A minimum data set and any relevant supporting evidence must be submitted within 2 weeks of the quarter end prior the quarterly service monitoring meetings. The Council may also request information related to the performance of the contract outside of these times. These requests must be responded to within 14 calendar days.

The following methods will be used to monitor the performance of the Provider:

- Minimum dataset submission from the Provider.
- National Drug Treatment Monitoring System (NDTMS).
- Treatment Outcome Profile (TOP).
- Planned Exits.
- Home Office reports via DIRWEB (or equivalent).
- Quality Outcomes Framework (Appendix I).
- Service user and Carer feedback including annual service user and Carer surveys.
- Service user and Carer consultation.
- Service user-led spot-checks (“mystery shopper exercise”).
- Service user complaints and compliments.
- Internal clinical audits.
- External audits as requested by the Council.
- Incident and serious incident reporting.

1.26 Contract Query and Remedial Action

Where the Council has a query regarding the Providers performance or considers there to be a performance deficiency; or a breach has occurred; or there is failure to submit complete, accurate and timely data, a written Contract Query will be issued. This document will set out the nature and details of the query with reasonable timescales for the Provider to respond.

The Contract Query and the response will be discussed at the next Contract and Performance Monitoring Meeting (which may be convened for the purpose), this will involve

the development, agreement, implementation and monitoring of an agreed Remedial Action Plan. Where a plan cannot be agreed, or is breached, financial penalties may be invoked. Persistent low performance or failure to supply required information and evidence may lead to a full service review, the issuing of contractual defaults and in extreme cases the termination of the contract.

1.27 **Performance and Quality Outcomes Framework**

The Provider and the Council will jointly monitor the performance and quality outcomes of the Contract and report these to the Council at the Contract and Performance Monitoring meetings. This must involve demonstrating how far the objectives of this specification are being met. The Performance and Quality Outcomes Framework is shown in Appendix I and will form the basis for contract monitoring.

The Performance and Quality Outcomes Framework will comprise the following areas:

- National outcomes
- Local Key Performance Indicators
- Quality standards

National Outcomes

The contract will also measure the contribution to the Drug Strategy (2010) outcomes as follows:

- Recovery and freedom from dependence on drugs or alcohol
- Prevention of drug and alcohol related deaths and infection by blood borne viruses
- A reduction in crime and re-offending
- Sustained employment
- The ability to access and sustain suitable accommodation
- Improvement in mental and physical wellbeing
- Improved relationships with family members, partners, and friends
- The capacity to be an effective and caring parent

The Provider shall demonstrate as a minimum maintaining the current standard achieved in Northumberland and will seek to improve against the following Public Health Outcome Framework (PHOF) indicators:

a. PHOF 2.15i Successful completion of drug treatment – opiate users
b. PHOF 2.15ii Successful completion of drug treatment - non-opiate users
c. PHOF 2.15iii Successful completion of alcohol treatment
d. PHOF 2.6 PHOF 2.6 – People entering prison with substance dependence issues who are previously not know to community treatment.

See: http://www.phoutcomes.info

Local Key Performance Indicators

In addition to the national outcomes outlined above, there are also local service priorities which reflect the needs of service users and their families in Northumberland. The Provider

will be required to return data to comply with this reporting requirement.

The service commissioners would consider the following to be the Key Performance Indicators for the service:

- Successful completions and re-presentations - this is the key aim of the service (to support individuals to recover from substance misuse).
- Looking at a suite of outcome indicators that demonstrate the improvements made to each individual's chances of a complete recovery from substance misuse via successful recovery support programmes such as help with training and employment, help with housing, help with reducing criminality.
- Reducing the numbers of people in long term treatment

The exact details of these KPIs will be drawn up during the mobilisation period for the new contract.

The commissioning body realises that data made available to it from NDTMS can only provide a regular series of snapshots that, whilst useful in and of themselves, often leave more questions than answers. The key questions that the commissioners usually have revolve around being able to understand individuals on their journeys through treatment, and the components of change that are driving the numbers seen on NDTMS outputs; why individuals are exiting treatment early, why the numbers in long term treatment for opiates are rising, why some forms of treatment have larger numbers of participants than others etc. Furthermore there are also questions that NDTMS doesn't seem to answer - what is the rate of successful completion without re-presentation when compared to referral source, for example.

The commissioners do not envisage that this additional layer of information should require substantial additional administrative burden to the provider; the commissioners would not want to see extra spreadsheets of data being collected by the provider, necessitating any more time away from patient interaction for the service's practitioners. Rather, the commissioners envisage working with the service's IT support staff to create powerful queries of the data held by the service in order to answer the questions highlighted above (and any other questions that might warrant a response over the lifetime of the contract).

Quality Standards Reports

In order to satisfy the Council that the service is of good quality, safe and complies with statutory requirements, the Council will be required number of reports on specific aspects of the service. See Appendix I

Contract Performance Management schedule:

Action	Activity	Timetable	Evidence required.	Contract Management.
Presentation of implementation and Mobilisation plan.	Branding, marketing, staff and premises in place within 3 months of contract commencement	Monthly implementation meetings with commissioners from contract award to completed mobilisation (minimum period 4 months)	Mobilisation and Planning timetable against which actions will be measured.	Remedial action plan will be required to address activity deficits.
Provision of spend against contract envelope	Presentation of budget spend to be measured against expected spend.	Quarterly performance meetings.	Quarterly spend budget sheet.	Slippage in spend to be accounted for. Planning for re-investment of any slippage to be agreed with commissioners.
Presentation of data against performance targets.	Provider performance activity against measured deliverables.	Quarterly performance meetings	Quarterly activity measures with explanatory narrative. To be considered against commissioner held data and expected quarterly performance.	Remedial action plan will be required to address activity deficits
Thematic scrutiny of a dedicated deliverable. (To be agreed between provider and commissioner).	Provider presentation on mutually agreed topic. For example: Carers and families. Management of long-term cases. Peer mentoring/service user involvement. Recovery Capital. Managing geography and access to services.	Standing item on quarterly performance meeting (First one to be scheduled no sooner than 6 months after contract award)	N/A	Where thematic 'deep dives' identify significant challenges in delivery the commissioners will support the providers in developing an action plan to address the challenges and manage outcomes.

Quality Standards Reports	Provider produced quality standard reports against planned deliverables for the duration of the contract.	To be presented in addition to quarterly performance review meetings	Quality Standards Reports to be delivered by a date to be agreed between commissioner and providers at contract start.	Where the provider is consistently underperforming against the contract despite remedial action planning and commissioning support the commissioner will have the option to de-commission the service.

APPENDIX A – KEY NATIONAL STRATEGY, POLICY, GUIDANCE AND STATUTORY REGULATIONS

The Provider must adopt and operate in compliance with the following key national strategies, policy, guidance and statutory regulations and comply with new guidance documents as these are published. This list is not exhaustive.

- Drug Strategy 2010: Reducing Demand, Restricting Supply, Building Recovery (Home Office 2010).
- Alcohol Strategy 2012 (Home Office 2012)
- Severe mental illness and substance misuse (dual diagnosis) - community health and social care services (expected in September 2016).
- Drug Misuse Prevention (expected January 2017).
- Public Health England. Preventing drug-related deaths. London: Public Health England; 2014.
- Department of Health (England) & devolved administrations. Drug misuse and dependence: UK guidelines on clinical management. London: Department of Health (England), the Scottish Government, Welsh Assembly Government and Northern Ireland Executive; 2007. (Update due 2016)
- Public Health England. Take-home naloxone for opioid overdose in people who use drugs London: Public Health England; 2015.
- Commissioning for recovery – Drug Treatment, reintegration and recovery in the community and prisons: a guide for drug partnerships (2010)
- Care Quality Commission. A fresh start for the regulation and inspection of substance misuse services. London: Care Quality Commission; 2015.
- Public Health England. Non-medical prescribing in the management of substance misuse. London: Public Health England; July 2014.
- Understanding and preventing drug-related deaths The report of a national expert working group to investigate drug-related deaths in England (Sept 2016)
- Care Quality Commission. Controlled drugs accountable officers.
- Joint working protocol with Job Centre Plus
- Putting Full Recovery First Home Office, 2012
- Quality surveillance group guidance
- National Treatment Agency. Clinical governance in drug treatment: a good practice guide for providers and commissioners. London: NTA; 2009.
- Troubled Families Programme
- Department of Health. Quality in the new health system – maintaining and improving quality from April 2013. London: Department of Health; January 2013
- Public Health England. The role of addiction specialist doctors in recovery orientated treatment systems: a resource for commissioners, providers and clinicians. London: PHE, 2014.
- British HIV Association Standards of Care for People Living with HIV (BHIVA 2013)
- Public Health England. Medications in recovery: best practice in reviewing treatment Supplementary advice from the Recovery Orientated Drug Treatment Expert Group. London: Public Health England; July 2014.

- Prison Integrated Drug Treatment System Continuity of Care Guidance 2011,
- NTA guidance Route to Recovery Part 1 ITEP: Challenging and Changing the Ways we Think (2009)
- NTA guidance Routes to Recovery: Psychosocial Interventions for Drug Misuse (2010)
- NTA guidance Route to Recovery via criminal justice: Mapping User Manual (2010)
- Hidden Harm: Responding to the needs of children of problem drug users 2003
- Home Office. Multi-agency working and information sharing project: final report. London: Home Office; July 2014.
- National Treatment Agency. NTA Guidance for local partnerships on user and carer involvement. London: National Treatment Agency; 2006.
- National Institute for Health and Clinical Excellence.
- Other relevant UK clinical guidance covering substance misuse can be found at http://www.nta.nhs.uk/ and the Provider must ensure services reflect updates in guidance and recommendations as and when produced.
- Controlled Drugs (Supervision of Management and Use) Regulations 2013: Information about the Regulations (Department of Health 2013).
- Controlled Drugs (Supervision of Management and Use) Regulations 2013: NHS England Single Operating Model (NHS England Medical and Operations Directorates, 2013).
- Guidance about Compliance: Essential Standards of Quality and Safety (Care Quality Commission, 2010).
- Department of Health's Central Alerting System
- Revised Drug and Alcohol National Occupational Standards DANOS (2014)
- Federation of Drug and Alcohol Professionals (FDAP) code of practice
- The NHS Constitution.
- New psychoactive substances – A toolkit for substance misuse commissioners (PHE 2014)
- Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (DCSF, 2010)
- National Offender Service – Drug Testing and Drug Appointment Licence and Post-Release Supervision Conditions – Guidance on Supporting Integrated Delivery (July 2015)
- National Offender Service – Supporting Community Order Treatment Requirements (February 2014)

S**tatutory regulations**

This list is not exhaustive:

- Medicines Act 1968, Chapter 67 (The Stationery Office, 1968).
- Misuse of Drugs Act 1971 Chapter 38 (The Stationery Office, 1971).
- Any Misuse of Drugs Act 1971 (Amendment) Orders and Misuse of Drugs Act 1971 (Modification) Orders.
- SI 2013 No 373 - The Controlled Drugs (Supervision of Management and Use) Regulations 2013 (The Stationery Office, 2013).
- Equality Act (2010)

- Race Relations (Amendment) Act 2000
- Health and Safety at Work Act (1974)
- Data Protection Act (1998)
- AIDS (Control) Act (1987)
- NHS and Community Care Act 1990
- Mental Health Act (2007)
- The Care Act (2014)
- Children Act (1989)
- Human Rights Act
- Relevant Employment Law, European Community and Human Rights Legislation

APPENDIX B – INTEGRATED OFFENDER MANAGEMENT

Identification

- Promote the service and treatment and recovery options to partners including the NPS, CRC, Northumbria Police and the Prison.
- Work in partnership with NPS, CRC and Northumbria Police to develop processes that identify and engage with substance misusing offenders who would benefit from drug and alcohol treatment interventions.
- Support alcohol screening and brief interventions in relation to alcohol and provide brief advice in relation to drugs in custody suites and encourage referrals into the service.

Pre-Sentence

- Contribute to the NPS pre-court assessment of an offender's readiness/appropriateness and needs to ascertain suitability for community based disposals prior to attending court
- Provide general advice in relation to treatment interventions and help establish whether requirements are recommended and issued.

Post Sentence

- Ensure that there are sufficiently skilled staff to provide effective recovery coordination for criminal justice clients.
- Work in partnership with the NPS or the CRC to share information and deliver care for service users subject to DRR's and ATR's.
- The Provider will provide recovery coordination for the substance misuse element of the care of service users who have an offender manager, including those in prison in Northumberland and working in close partnership with the Integrated Offender Management Team.
- Work in partnership with the NPS and CRC to provide a full range of interventions to meet the needs of the service users as identified in their recovery plan.
- The provider will appoint a named recovery coordinator who will work in partnership with those with in contact with Integrated Offender Management and those in prison in Northumberland.
- The provider will ensure DRR and ATR treatment packages are jointly planned with the NPS or CRC within 10 days from point of referral from court.
- Treatment must be commenced within 2 days of the court making a DRR or ATR order.
- Within the assessment/recovery planning process, the provider will agree details of testing regimes for DRR clients. This will include frequency of testing in accordance with the offender's recovery plan.
- The provider will ensure that drug testing results are communicated to the NPS or CRC within 48 hours of receipt of the results.
- Develop and provide a comprehensive structured activity programme in liaison with NPS and CRC which must meet the needs of the range of requirements and orders that are issued by courts.
- Service users will be encouraged to access all appropriate services within the treatment system and mainstream service to meet their needs and must address both recovery and reducing re-offending goals.
- The provider will comply with all operational aspects of DRR/ATR as outlined below:

    - Monthly updates will be arranged between the provider, NPS and CRC to discuss and agree approach for cases.
    - The recovery coordinator shall ensure the named offender manager in NPS/CRC is routinely informed of attendance and non-attendance at treatment sessions on any aspect of the programme as soon as possible, but at the latest within 24 hours of the failed appointment
    - Where applicable, the recovery coordinator may be required to provide written or oral statements to the court detailing the offender's progress within the treatment programme
    - The recovery coordinator shall supply information as requested by the offender manager in NPS/CRC for the purpose of court reviews which shall include information on attendance, attitude, behaviour and testing results at least 5 working days prior to the scheduled court review date
    - Discharge, suspension or enforcement of the order shall be agreed jointly with either the NPS or the CRC (depending on who is involved).
- Following the successful completion of a DRR/ATR, the provider will undertake a joint review with the NPS and CRC in relation to the service user, and make all efforts to retain the service user in treatment on a voluntary basis where it is assessed of being of benefit to the service user.

Prison Interface – After Care, Resettlement, Prisons and Recovery

- The provider will identify and track Northumberland's drug and alcohol using offenders through the prison system.
- Establish and maintain robust and effective working links with the relevant prison teams including regular liaison, pre-release planning and where possible prison visit to ensure continuity of care into the community and to promote recovery.
- Following an offender's entry into custody the provider will transfer records to the receiving establishment according to the timescales set out by the national continuity-of-care protocols;
- The provider will accept and respond to all prison-based treatment referrals within 24 hours as a priority, liaising with the pharmacological provider as required.
- Provide a clinical intervention service that will work in close liaison with prison medical services to ensure defined and accessible pathways between prison and community treatment services for prisoners on release.
- Ensure there are mechanisms in place for those who are prescribed substitute medication from prison to receive seamless continuity of care into community services.
- Work with local hepatology services and commissioners to develop appropriate pathways to ensure the seamless continuity of antiviral treatment for Hepatitis C which commences in prison establishments, to ensure this is continued within community settings.
- Where possible, appointments will be provided to those leaving prison on their day of release. Where this is not possible, the provider will demonstrate a flexible response to maximise the engagement of early or unplanned releases.
- The provider will link with peer support/mentoring to support prisoners prior to, and on, release.
- The provider will ensure that all Northumberland residents leaving prison receive a letter

on release with details of all treatment and support services available.

APPENDIX C – SAFEGUARDING POLICIES, PROCEDURES AND PROTOCOLS

Safeguarding Children

In line with section 11 of the Children's Act 2004, the provider will ensure their functions are discharged with the need to safeguard and promote the welfare of children by actively contributing to the development of needs assessment, strategies, protocols, training, and other measures to further the safeguarding children response in Northumberland, and by ensuring staff work with children and families in a child- centred way, which focuses on positive outcomes, is evidence based, and takes account of the developmental needs of children. In Northumberland, the safeguarding of children is overseen by Northumberland Local Safeguarding Children's Board (LSCB) who has developed procedures and protocols for all staff working in Northumberland. The provider must ensure that all staff operate in accordance with Northumberland Safeguarding Children's Board Procedure Manual: http://northumberlandlscb.proceduresonline.com/index.htm

The Provider will therefore be required to:

- Where a child (under 18 years), is living in a household with an adult substance misuser and the misuse of drugs and/or alcohol is effecting the adult's ability to parent to the extent that it is impacting on the welfare of the child, the guidance and information sharing protocol produced by Northumberland Safeguarding Children's Board should be followed.
- The provider shall ensure that all staff and every service user have a clear understanding of safeguarding issues in relation to children. This includes understanding the service users family context and the information sharing arrangements when there are safeguarding concerns.
- Ensure that all staff are conversant with and adhere to the local safeguarding children protocols and procedures.
- Ensure that all staff have attended training on safeguarding children and child protection.
- Where relevant, staff shall be involved in section 47 Safeguarding Children enquiries, and attend safeguarding children case conferences where the child's parents have been or are currently in treatment.
- The service will collect a minimum dataset on service users with families and those living with children see as part of the Single Assessment Process see Appendix D.

In line with Hidden Harm (children who are affected by living with substance misusing parents/carers) and the Think Family approach, the assessment process should identify those service users who are parents and/or who come into regular contact with children. For these service users, the comprehensive assessment should identify the needs of the child in relation to the impact of the parent's substance misuse. The assessment will capture as a minimum the following information:

- If the service user has children.
- If they live with the service user, if not where they live.
- If the service user has access to their child(ren) or any other children.

- Ages, Names, names of GP, health visitor, school, social worker (if applicable).
- Child protection status i.e. known to children's social services, existing Early Help Assessment.

Where children are identified, the provider shall have mechanisms in place to be able to appropriately contribute to Northumberland Children's Safeguarding Board policies and procedures. The provider should also work with the service user to put in place appropriate measures to mitigate risk, to include safe needle and/or prescribed medication storage, blood borne virus-related factors, and to record and review this via the service user's recovery plan.

The provider shall carry out initial and ongoing assessment of parenting capacity - in line with changes to patterns of misuse/relapse etc. - and have mechanisms in place with local Children's Services to make appropriate child in need/child protection referrals. This will be based on a risk and resilience model, taking into account protective factors. At reviews, changes in circumstances around children should also be ascertained e.g., change in partner, change in accommodation of children.

Safeguarding vulnerable adults

The provider will ensure that all staff have attended training on adult safeguarding, and are fully conversant with and adhere to current Northumberland safeguarding adult's policies and procedures including information sharing protocols. http://www.northumberland.gov.uk/default.aspx?page=1065

Service users themselves are often vulnerable to harm and exploitation and due to the nature of addiction; they themselves at times may be perpetrators of the exploitation and harm of others. A safeguarding concern can centre on a single act or repeated acts of suspected, disclosed or witnessed abuse or neglect. It may include

- physical abuse
- sexual abuse
- neglect
- discriminatory abuse
- domestic violence
- modern slavery
- self-neglect
- radicalisation

Northumberland Adults Safeguarding Board has developed training, protocols and policies to protect vulnerable adults and the provider will be expected to operate within these arrangements. The provider will need to ensure that if these issues are identified during the course of the delivery of the service that safeguarding concerns are raised with the designated safeguarding lead within the service.

APPENDIX D – SINGLE ASSESSMENT PROCESS

Initial triage

Every service user entering the service will receive an initial triage assessment on their first contact. The initial purpose of the initial assessment is to determine the seriousness and urgency of the individual's needs. The service should also assess the service users motivation to engage in treatment and change behaviour based on evidence based behaviour change model.

Following initial triage:

- If a structured treatment need is not identified, or the individual does not wish to access treatment at this time (excluding offenders subject to an Alcohol Treatment Requirements (ATR's) or Drug Rehabilitation Requirements (DRR's)), the client may be referred to other appropriate services, including mutual aid and peer support, harm reduction services, or be offered an extended brief intervention.
- If a structured treatment need is identified, and the client is identified as having immediate of high risks, onward referral should be made to specialist clinical provision for comprehensive assessment and clinical care within 24 working hours.
- If a need for structured treatment is identified and there are no immediate risks presenting, the service user will be allocated a single named recovery coordinator who will carry out a comprehensive assessment and coordinate the client's package of care.
- It is anticipated that the above will be carried out to enable the first structured appointment to occur within 7 days of initial contact.

Comprehensive Assessment

Comprehensive assessment should be seen as a continuous process, with service users having the opportunity to revisit their package of support based upon changing need.

The comprehensive assessment must be completed prior to the commencement of any interventions and should include (but not limited to):

a) fulfil the current and future requirements of the *National Drug Treatment Monitoring System*
b) fulfil the current and future requirements of the Treatment Outcomes Profile process.
c) Recovery aspirations and assets
d) Substance Use
e) Physical Health (which must be compliant with section 3.5 of the Drug Misuse and Dependence: UK Guidelines on Clinical Management (Department of Health,2007)
f) Mental Health/Emotional Wellbeing – Dual Diagnoses (working in collaboration with Mental health Services, where required)
g) Involvement in the Criminal Justice System
h) Risk Taking Behaviour
i) Domestic abuse and violence
j) Housing Needs

k) Carers and young carers – See Appendix G
l) Safeguarding children – See Appendix C
m) Safeguarding adults – See Appendix C
n) Risk Assessment – See Appendix F
o) Issues of consent and confidentiality – See Section 3.7
p) Social networks including family life and relationships and those who care and support the service user.
q) Involvement in sexual exploitation
r) History of Military Service

The assessment framework will be used by the provider to develop an individualised recovery plan with the service user, which will be reviewed and updated by the provider and with the service user, at a minimum of every three months and according to changing needs and circumstances of the service user. Initial and comprehensive assessments will be updated, but not duplicated.

In line with Supporting and Involving Carers (NTA 2008) the provider shall give family members and significant others the option to be involved in assessment, planning and review, where appropriate, and with the consent of the service user. Where family members and significant others are identified as fulfilling a caring role they will be signposted and/or referred as appropriate into carer support services, and the provider will undertake a carer assessment.

Assessment will be available in a range of settings, by arrangement with the relevant individual/organisation, including specialist services, primary and secondary care settings, home (in keeping with identified lone working policy), and criminal justice settings, to suit the needs of the service user, their family, and wider strategic priorities.

The provider should ensure that Service users are provided with clear information in relation to services offered, what can be expected form the service and how services are accessed (including but not limited to):

a) Who will deliver the interventions
b) Pre-requisite for accessing interventions (e.g. preparatory programmes, blood testing, consent or court direction, no contra indications)
c) Where interventions will be accessed
d) How long interventions will last
e) What kind of aftercare will be available/is likely to be necessary
f) The range of recovery groups and mutual aid support that is available.

Where additional needs are identified, (and with service user consent), the provider will make referrals and follow up with appropriate onward referral agencies. Safe information sharing should be positively promoted by the service supported by robust information sharing arrangements.

Where service users are not registered with a GP the provider will support them in identifying and registering with one.

There are historical and wide-ranging criminal justice led initiatives for those individuals who come to services through the criminal justice system. As such the provider must work with

both the service user and the criminal justice agencies to effect the best outcomes for the service user in supporting a reduction to their offending behaviour and the wider protection of communities. Where agencies are primarily concerned with reducing re-offending, the provider and service user can benefit from the additional resources and support to their client group to assist in their recovery with their drug dependence.

It is of particular benefit where both health and criminal justice outcomes are a focus of any intervention that appropriate understanding and compliance with information sharing protocols that ensure that patient consent and confidentiality is appropriately utilised.

Community substance misuse services have a critical role in communicating effectively with criminal justice agencies at the earliest opportunity of the benefits of early access to treatment as such the provider must work closely with the Liaison and Diversion services across Northumberland to support effective take up of community based services or where a service user is sentenced to a period of custody that effective Through the Gate planning is initiated to ensure early support in custodial settings and supporting aftercare arrangements for those exiting custody.

APPENDIX E – SERIOUS AND UNTOWARD INCIDENTS

The purpose of the serious and untoward incidents (SUI) policy is to set out the definition of and procedure for reporting and investigating serious and untoward incidents. The provider will have in place a SUI policy that ensures each incident is considered with the expected outcome that improvement will be made to services and/or clinical practice, or any organisational structure that needs to be remedied.

The policy will meet the requirements of clinical governance and clinical risk management. The provider will submit quarterly reports, which will identify any themes/trends. Reports will provide evidence of action plans that have been initiated with clear timelines for achievement.

The investigation of SUIs will be undertaken in a rigorous and constructive manner so that:

- Appropriate immediate action is taken to ensure the safety and well-being of the service users and others involved in the incident
- The service user and/or their relatives are satisfied that the incident has been investigated and reported upon appropriately
- SUIs are used as a guide to improving the service provided to service users in the future

The reporting and investigation of SUIs will provide:

- Action to identify, minimise and manage risk
- Early, precise and unequivocal gathering of facts in a written report
- Early identification of emerging patterns and trends in the occurrence of SUIs
- Service users, their relatives, and staff are kept informed about the procedure and receive appropriate information at regular intervals
- The organisation learns from SUIs and if necessary makes the appropriate changes to policies and service delivery

The provider will notify the Council of the commencement and outcomes of all reviews undertaken.

APPENDIX F – RISK ASSESSMENT

A risk assessment will be completed for every new service user, including their level of risk awareness. Where risks are identified, the provider shall develop and implement a risk and/or vulnerability management plan, linked to the service user's recovery plan. The provider shall regularly review the plans with the service user. Information relating to risk will be shared with other organisations by the provider and acted upon according to the local procedures and protocols as notified to the provider by the Council.

APPENDIX G – CARERS AND YOUNG CARERS

Under the Care Act 2014, the Council has a duty to identify and consider the needs of carers which will enable children to have their own carers' needs assessment carried out by the Council and also introduces a new right for young carers aged 16 to 18 who are transitioning to adulthood to have their specific needs assessed in light of how their role might change. The measures, alongside those introduced in the Children and Families Act 2014, aim to identify child carers and their support needs earlier. This will require a Provider to refer all cases where a young carer is identified for an Early Help Assessment.

- Have a process to identify where a service user relies on carers such as a partner, family member, child or young person for care and support.
- Where the service user does not agree to the involvement of the carer, it is essential that the service user, in requiring support from another, is encouraged to involve their carer in decisions that have an impact upon the carer's life. If refusal continues, always share appropriate information if the carer is at risk in accordance with the providers safeguarding protocols.
- Where the service user agrees to the involvement of the carer and to share relevant information about their condition and treatment with the carer, the provider will carry out a low level assessment of carers needs to ensure the needs of carers are identified and met. This could include but is not limited to:
    - Engaging the carer as a source of information to aid diagnosis and treatment planning.
    - Providing advice about caring safely and effectively, i.e. the condition and managing behaviour.
    - Providing general information on substance misuse and recovery e.g. treatment, side-effects and support available.
    - Providing information to promoting their own wellbeing, including use of substances if this is identified as a concern. .
    - Providing information about medication if they are administering, supporting or need to be aware of symptom changes/side effects.
    - Signposting to appropriate Carers Support Service, other support services, networks and carers groups
    - Considering making a Safeguarding alert if they are being harmed or

exploited.

- Where impact on the carer is significant and there is actual or potential risk to the carer's health and wellbeing, employment or other relationships, discuss with Council Adult Social Care to agree the next steps and the benefits of having a formal statutory Care Act (2014) assessment.

- Have appropriate mechanisms to safeguard children and vulnerable adults who are carers at all times throughout delivery of the services in accordance with the policy and procedures as set out by Northumberland Safeguarding Adults Board and Northumberland Children's Safeguarding Board. See Appendix C for further information.

APPENDIX I – PERFORMANCE AND QUALITY OUTCOMES FRAMEWORK

Quality Standards Reports

To be agreed with the provider but likely to include:

Annual Reports

- Dangerous Patients' policy
- Statement confirming NICE Compliance
- Annual recovery plan audit
- Confirmation of CQC registration
- Service User Satisfaction Survey
- Carers Satisfaction Survey

Quarterly Reports

- Workforce Report – staff levels, vacancy rates, use of agency staff
- Financial Monitoring Statement Return
- Prescribing data to include monthly total expenditure and expenditure on main drugs and Naloxone provision and subsequent outcomes.
- Risk Register to include
    1. Anonymised exception report for any service user waiting over 6 weeks
    2. No's of service users permanently excluded from the service.
    3. Deaths in treatment
    4. Serious Untoward Incidents
    5. Business Continuity Plan
- Safeguarding Report - number of CAF/Early Help Assessments/Case Conferences Attended, Reports Completed, and Drug Testing Requirements.
- Carers Report – number of carers supported, referrals to local carer services

27.