



Southwark Clinical Commissioning Group

DATED _____ 2013

	<p>NHS SOUTHWARK CLINICAL COMMISSIONING GROUP</p> <p>and</p> <p>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK</p>	(1)	
		(2)	
	<p>AGREEMENT UNDER SECTION 75 OF THE NATIONAL HEALTH SERVICES ACT 2006 RELATING TO LEAD COMMISSIONING OF HEALTH, SOCIAL CARE AND WELLBEING SERVICES</p>		

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THIS AGREEMENT is made on 2013

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Southwark (the “Council”)**
- (2) **NHS Southwark Clinical Commissioning Group (the “CCG”)**

WHEREAS:

- (A) This Agreement is governed by Section 75 of the National Health Service Act 2006.
- (B) This Agreement is a framework for the effective commissioning of a range of health, wellbeing and social care services in partnership between the Council and the CCG (the **“Partnership Arrangements”**). The Partners are determined to work together to commission services to improve the health of the local population, prevent ill-health and reduce health inequalities. Through this Agreement, the Partners commit to working together to improve the needs assessment; strategy development; planning; procuring; monitoring; review of services required to commission more responsively and efficiently contributing to better outcomes for users and their carers and families.
- (C) This Agreement endorses the joint agency responsibilities for the health and wellbeing of the local population and confirms that with specific agreement either Partner can lead commission on behalf of the other. The service specifications for any individual lead commissioning agreement are set out in Schedules to this Agreement.
- (D) Partners commit to working together collaboratively to commission for outcomes, using sound needs assessment information, evidence based interventions and best practice, even where no lead commissioning arrangement is developed. Partners will work towards a single commissioning focus which will reflect health, public health and social care and wellbeing priorities

- (E) Partners will set up and maintain robust governance mechanisms to oversee this Agreement.
- (F) Before entering into this Agreement the Partners carried out consultation on their proposals for the Partnership Arrangements with appropriate colleagues, as are required to satisfy the terms of paragraph 4(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI 2000 No. 617 (the “**Regulations**”) in full.
- (G) Either the Council or the CCG can act as a Designated Body and the Partners agree to work closely together to achieve its aims.
- (H) Within relevant Schedules, the Designated Body for commissioning on behalf of its partner for a particular care group or area of services will be identified.
- (I) The parties have agreed to enter into this Agreement to fulfil the requirements in the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised and the Services will be delivered.
- (J) The NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Health Watch) Regulations 2012 permit the new Health Bodies to enter into the arrangements set out below.

IT IS HEREBY AGREED BETWEEN THE PARTNERS:

1 **Definitions**

1.1 In this Agreement, unless the context otherwise requires:

“**CCG’s Functions**” means such of those functions mentioned in paragraph 5 of the Regulations as may be relevant to the provision of the Services;

“**Commencement Date**” means the date of this Agreement;

“**Commissioned Services**” means those services to be commissioned by the Designated Body as part of the Services, as identified in Schedules 3;

“**Council’s Functions**” means such of those functions mentioned in paragraph 6 of the Regulations as may be relevant to the provision of the Services;

“**Delegated Functions**” means the Council Functions or the CCG Functions delegated to the Designated Body, as identified in Schedule 2;

“**Designated Body**” means, in relation to each of the Services the Partner that it is agreed will implement that Service;

“Financial Year” means 1 April to 31 March;

“Health and Social Care Partnership Board” means the group whose terms of reference are set at Appendix S5.1 to this Agreement;

“Host Partner” means the Designated Body;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any regulatory body, delegated or subordinate legislation;

“Notice” means a communication between the Partners concerning this Agreement according to the procedures in Clause 22 of this Agreement;

“Other Partner” means in relation to each of the Services the Partner that is not the Designated Body;

“Partners” means together the CCG and the Council (each being a **“Partner”**);

“Quarter” means the following periods in each Financial Year:

1 April to 30 June,

1 July to 30 September,

1 October to 31 December, and

1 January to 31 March;

“Relevant Employees” means all those employees subject to a Relevant Transfer on a Transfer Date;

“Relevant Governance Group” means, in relation to each of the Services, the particular body stated in Schedule 3;

“Relevant Transfer” means a transfer to which TUPE applies;

“Service User” means those individuals who benefit from the Services detailed in Schedule 3;

“Services” means the services set out at Schedule 3 to this Agreement as amended from time to time by the agreement of the Partners (each being a **“Service”**) and that are to be carried out by the Designated Body in line with Clause 5 of this Agreement and the Delegated Functions and, for the avoidance of doubt, these shall include but not be limited to the commissioning of the Commissioned Services;

“Transfer Date” means the date when a Relevant Transfer occurs;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);

“TUPE Information” means information in respect of the employees assigned to the provision of the Services under this Agreement or to the Commissioned Services which a Partner and/or a future provider of the Services or Commissioned Services

may reasonably require including but not limited to pay, salaries, bonuses, overtime pay, holiday pay, sick pay and other benefits; dates of birth; details of continuous service; hours of work; individual terms and conditions of employment; details of collective arrangements or other arrangements or understandings with any trade union, staff body or other representative body of such employees; disciplinary records; details of ongoing disciplinary or grievance matters; policies or other agreements or arrangements or understandings in respect of each of them and any variations agreed thereto; details of any enhanced or contractual redundancy entitlements; and any other materially relevant information relating to the provision of the Services or Commissioned services;

“**VAT Guidance**” means the guidance published by the Department of Health entitled “VAT arrangements for Joint NHS and Local Authority Initiatives including Disability Equipment Stores and Welfare- Section 31 Health Act 1999” as amended or replaced from time to time.

- 1.2 Reference to any statutory or regulatory provisions shall be construed as reference to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 1.3 Reference to any policy, protocol, process, procedure or guidance shall be construed as a reference to such policy, protocol, procedure or guidance as respectively amended (whether before or after the Commencement Date) from time to time.
- 1.4 Reference to the Partners includes any statutory successors to any of their functions referenced under this Agreement.
- 1.5 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate.
- 1.6 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to a paragraph in the Schedule containing such reference.

2 **Term**

- 2.1 This Agreement shall come into effect on the Commencement Date and, subject to Clause 11, shall continue in force unless and until terminated by either party giving to the other **6 months** prior written Notice (the “**Term**”). The end of the period of written Notice need not coincide with the end of a calendar month. During the Term, the individual terms of some or all of the Services may expire or be terminated as

set out in Schedule 3 and new Services may commence further to a variation to this Agreement in line with Clause 14.

3 Aims and Objectives

- 3.1 The Partners shall work together in the context of the strategic governance arrangements set out at Schedule 5 to ensure that the aims and objectives of the Partnership Arrangements as set out in Schedule 1 are met.

4 Contributions

- 4.1 The Partners shall contribute the respective financial resources and other resources (if any) to the Partnership Arrangements in accordance with the provisions of Schedule 3.
- 4.2 Financial contributions to the end of the Financial Year in which this Agreement commences are set out in Schedule 3. Financial contributions for the following Financial Year will be agreed between the Partners before 31 March.
- 4.3 The Designated Body shall allocate financial contributions to separate funds for whichever of the Services or Commissioned Services they have been specifically designated in line with Schedule 3. These funds will be non-pooled funds unless otherwise set out at Schedule 3.
- 4.4 Financial contributions shall be paid to the Designated Body in equal monthly instalments following receipt by the Other Partner of a valid VAT invoice from the Designated Body up to 30 days before the financial contribution falls due. The Other Partner shall pay such invoices within 30 days of receipt.
- 4.5 The Partners agree to adopt "Partnership Structure (b)" as described in the VAT Guidance through which the CCG agrees to purchase goods and services in its own name and then re-invoice the Council for its share of any VAT charge arising enabling the Council to recover any VAT which may be incurred under its VAT regime. Invoices shall be issued in the format given in Annex A to the VAT Guidance and the CCG will provide sufficient and complete documentation to the Council to enable the Council to satisfy the requirements of HM Revenue and Customs with respect to reclaiming any VAT.
- 4.6 The Designated Body shall ensure that any resources contributed shall only be used in relation to the provision of those Services or Commissioned Services for which

they have been specifically designated, as set out at Schedule 3 and in accordance with any conditions or requirements set out in Schedule 4 or otherwise in this Agreement.

- 4.7 The Designated Body shall reimburse to the Other Partner the value of any financial resources contributed by that Other Partner that are not used in the provision of those Services or the Commissioned Services for which they have been specifically designated under Schedule 3 (or in the case of any pooled fund a proportion of the unused fund equal to the proportion of the fund that was contributed by that Other Partner in that Financial Year) ("**Underspend**"). The Designated Body shall repay any Underspend to the Other Partner within 28 days of the end of the Financial Year or on termination or expiry of all or the relevant part of this Agreement. The Designated Body shall make the Other Partner aware on a monthly basis and again prior to the end of the Financial Year of any projected or actual Underspend in the discharge of the Services or the Commissioned Services and shall highlight reasons for such Underspend, both current and projected.
- 4.8 Save where otherwise agreed at Schedule 3, the Designated Body shall not and shall ensure that providers of the Commissioned Services do not spend more on the provision of the Services or the Commissioned Services respectively than the financial resources specifically designated for those services under the schedules referred to at Schedule 3 ("**Overspend**") (and which, in the case of pooled fund arrangements will include contributions by the Designated Body as well as by the Other Partner) and the Other Partner will not be liable for any Overspend nor will deductions be made from its future contributions save where the Other Partner has given its express prior written agreement to this or where otherwise stated at Schedule 3 . The Designated Body shall make the Other Partner aware on a monthly basis and again prior to the end of the Financial Year of any anticipated need for Overspend in the discharge of the Services or the Commissioned Services and shall highlight the reasons for such a need for Overspend and make recommendations for action to reduce or avoid the need for Overspend and the same shall be considered and a plan for dealing with such anticipated overspend agreed by the Health and Social Care Partnership Board.
- 4.9 For the avoidance of doubt, Schedule 4 cannot be varied without obtaining the written consent of both Partners in advance of the variation in accordance with Clause 12.

5 The Services

- 5.1 The Designated Body shall, in the performance of the Services:
- 5.1.1 exercise reasonable skill and care;
 - 5.1.2 comply with the terms of this Agreement;
 - 5.1.3 comply with all applicable Law from time to time in force; and
 - 5.1.4 act in compliance with its constitution, policies and procedures and not do anything that would put the other Partner in breach of its own constitution (including contracts and financial standing orders), policies (including, where the Designated Body is the CCG, the Council's London Living Wage Policy from time to time in force) or procedures.
- 5.2 The Designated Body shall confirm that providers of the Commissioned Services fulfil their responsibilities with adherence to the appropriate quality standards and timescales and statutory obligations and that the providers of mental health services fulfil any necessary qualification requirements as set out in Schedule 3 and any additional Schedules agreed between the Partners prior to providing any Services to Service Users.
- 5.3 In entering into any contracts with the providers of the Commissioned Services, the Designated Body shall ensure that the terms of such contracts are consistent with and where appropriate incorporate terms from the relevant standard contracts of the Partners and this Agreement.

6 Quarterly Review and Reporting

- 6.1 The Partners shall carry out a quarterly review of the Partnership Arrangements within 30 days of the end of each Quarter.
- 6.2 The Designated Body shall submit a quarterly report to the Health and Social Care Partnership Board setting out:
- 6.2.1 the performance of the Partnership Arrangements against the Services in the preceding quarter;
 - 6.2.2 the performance of the individual Commissioned Services against the service levels and other targets contained in the relevant contracts;
 - 6.2.3 plans to address any underperformance in the Services or Commissioned Services;
 - 6.2.4 a financial return for the Quarter; and
 - 6.2.5 any forecast Overspend or Underspend.

7 **Annual Review and Reporting**

- 7.1 The Partners agree to carry out a review of the Partnership Arrangements within 60 days of the end of each Financial Year ("**Annual Review**")
- 7.2 The Designated Body shall submit an annual report to the Health and Social Care Partnership Board setting out:
- 7.1.1 the performance of the Partnership Arrangements against the Aims and Outcomes set out in Schedule 1 of this Agreement;
 - 7.1.2 the performance of the individual Commissioned Services against the service levels and other targets contained in the relevant contracts;
 - 7.1.3 plans to address any underperformance in the Services or Commissioned Services;
 - 7.1.4 actual expenditure compared with initially agreed budgets, and reasons for and plans to address any actual or potential Underspend or Overspend;
 - 7.1.5 review of plans and performance levels for the following year;
 - 7.1.6 changes to Services or Commissioned Services proposed;
 - 7.1.7 an evaluation of any statistics or information require to be kept by the Department of Health from time to time;
 - 7.1.8 the statutory functions of each Partner which have been carried out by the other Partner in accordance with the provisions of Section 75 of the NHS Act 2006; and
 - 7.1.9 plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.
- 7.3 The Designated Body shall prepare an annual report following the Annual Review for submission to the Partners' respective boards.

8 **Indemnity**

- 8.1 For the purpose of this Clause 8 "**Claim**" means:
- 8.1.1 any claim brought by any third party arising from negligence;
 - 8.1.2 a contractual claim brought by any third party; and
 - 8.1.3 any other claim brought by a third party whatsoever arising from or in connection with the Partnership Arrangements.
- 8.2 Each Partner (the "**Indemnifying Partner**") agrees to indemnify and keep indemnified the other Partner (the "**Indemnified Partner**") against all losses, costs, claims, demands, liabilities, expenses or claims affecting the Indemnified Partner

which arise out of the acts, defaults or omissions of the Indemnifying Partner or those of its employees and contractors.

- 8.3 To the extent there is any doubt, uncertainty or disagreement regarding the respective liabilities of each Partner in accordance with the provisions of Clause 8.2, the Partners will co-operate to resolve the Claim in the most cost-effective and timely manner and shall seek to apportion liability with all reasonable consideration of the circumstances surrounding the Claim. Any disagreement regarding the appropriate apportionment of liability in accordance with this Clause 8.3 shall be dealt with in accordance with the provisions of Clause 16.

9 **Governance and Review**

- 9.1 Each Partner shall comply with the strategic governance and review processes for the overarching Partnership Arrangements set out at Schedule 5.
- 9.2 The Services shall be subject to any agreement between the Partners as to operational management structure, personnel arrangements, processes, protocols and policies as relating to the relevant service and clinical governance requirements of the Partners. It shall be the obligation of the Designated Body to ensure that the provision of the Commissioned Services by the providers they commission is supported and performance managed in such a way as to meet these requirements.
- 9.3 The Partners shall co-operate with each other to enable each Partner to comply with its duties under Part 5 of the Health and Social Care Act 2012 (the 2012 Act). Such co-operation shall include, without limitation:
- 9.3.1 allowing Local Healthwatch organisations to view and observe the carrying-on of activities on premises from which the Services are provided; and
 - 9.3.2 responding to requests for information made by Local Healthwatch organisations and making such information available.
- 9.4 In complying with Clause 9.3, the Partners shall comply with the requirements (including any limitations) imposed through any regulations, directions or guidance as may be issued by the Secretary of State from time to time pursuant to the 2012 Act.

10 **EQUALITY DUTIES**

- 10.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.
- 10.2 The Partners will carry out appropriate equalities impact assessments at reasonable intervals in relation to existing and new policies relating to the Partnership Arrangements.
- 10.3 The Partners agree to promote equality and diversity through their participation in the Partnership Arrangements.
- 10.4 The CCG acknowledges that the Council has duties under section 149 Equality Act to have due regard to the need to eliminate discrimination, harassment and any other conduct prohibited by the Equality Act and to promote equality of opportunity and foster good relations between persons sharing a protected characteristic and those who do not share it. For the purposes of this duty (the **Equality Duty**) the protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation. The CCG also acknowledges that the Council may by regulation be subject to duties in accordance with section 153 Equality Act.
- 10.5 The CCG warrants that it will not and shall ensure that any provider of the Commissioned Services will not through its or their conduct or practices cause the Council to be in breach of any of the obligations placed upon it by section 149 Equality Act or by any regulation issued under section 153 Equality Act having due regard to any statutory code of practice issued in relation to that duty and will indemnify the Council for any loss, expense or damage incurred as a result of any breach of such obligations.
- 10.6 The Council may having regard to its statutory duties under the Equality Act and/or by any regulation issued under section 153 Equality Act and having due regard to any statutory code of practice issued in relation to those statutory duties make requests or issue instructions to the CCG (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the conduct or practices of the CCG and/or any provider of the Commissioned Services will not result in the Council being in breach of its obligations under the Equality Act. The CCG agrees that it will and shall procure that any provider of the Commissioned Services will provide the Council with all information reasonably requested by the

Council to allow it to monitor compliance with the obligations imposed by this clause 10.

10.7 The CCG shall take all reasonable steps to secure the observance of clause 10 by all servants, employees or agents of the CCG employed in delivering the Services described in this Agreement and all providers of the Commissioned Services.

11 **Termination**

11.1 Each Partner may at any time give Notice in writing to the other Partner terminating this Agreement as from the date of service of such Notice whenever the following events occur:

11.1.1 the other Partner commits a material breach of any of its obligations under this Agreement which is not capable of remedy or, if capable of remedy, which has not been remedied within a reasonable time after receipt of written Notice from the Partner serving the termination Notice requiring it to remedy the breach;

11.1.2 any change in law or legislation as a result of which it is unable to fulfil its obligations hereunder;

11.1.3 if the other Partner purports to sub-contract, assign, transfer, charge, create a trust in or deal in any other manner with this Agreement or its rights under it or part of it in breach of Clause 18;

11.1.4 its fulfilment would be ultra vires for one or both Partners and the Partners are unable to agree a modification or variation to this Agreement so as to bring the specific matter within its powers; or

11.1.5 either Partner is subject to a funding shortfall in relation to any contributions identified at Schedule 3 as being contingent on certain events such that due to such events not occurring it cannot make such contributions under this Agreement and the Partners are unable to agree a modification or variation to this Agreement to reflect the reduction in available funding.

11.2 In the event of the termination or expiry of this Agreement all clauses that implicitly survive termination together with all clauses that are explicitly stated to survive the

termination of this Agreement shall continue to have legal effect and shall remain binding on the parties.

12 **Effects of Termination**

12.1 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

12.2 On termination of this Agreement, all Services will cease and the associated Partnership Arrangements will be wound up according to the procedure in clause 12.3.

12.3 Where all or part of this Agreement is terminated (whether by expiry of time or by Notice of termination) the Partners agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement to ensure termination has minimal impact on Services Users and in particular to address the following consequences of termination:

12.3.1 the future of the Services;

12.3.2 any outstanding relationships with third party stakeholders or contractors;

12.3.3 personnel and employment issues;

12.3.4 the financial impact of termination; and

12.3.5 any other relevant issues.

12.4 Where the Other Party requests it on termination or expiry of all or part of this Agreement the Designated Body will use reasonable endeavours to novate contracts with providers of the Commissioned Services to the Other Partner and the Designated Body shall use reasonable endeavours to ensure that such contracts contain appropriate provisions to allow for this.

13 **TUPE**

13.1 Where the identity of the provider of the Services or any of the Commissioned Services (a "**Service Provider**") changes on the termination or expiry of this Agreement or any agreement for the provision of any of the Commissioned Services (a "**Service Agreement**") then the change may constitute and have the effect of a Relevant Transfer.

- 13.2 During the period of 12 months preceding the expiry of this Agreement or a Service Agreement or immediately after notice has been given to terminate the whole or part of this Agreement or a Service Agreement, the Designated Body shall or if appropriate shall procure that the Service Provider will as soon as reasonably practicable, at the request of the other Partner (the “**Receiving Partner**”), fully and accurately disclose to the Receiving Partner all TUPE Information, and as soon as reasonably practicable, disclose to the Receiving Partner updated information if, during the period between supplying the TUPE Information and the Transfer Date there is any material change in the information supplied or new information is discovered.
- 13.3 The Designated Body warrants that reasonable care will be used in the preparation of the TUPE Information and that reasonable efforts will be taken to ensure that it will be complete and accurate in all respects as at the date the information is provided. The Designated Body shall indemnify and keep indemnified the Receiving Partner against any loss caused to the Receiving Partner by any inaccuracy or incompleteness in such information or by any changes in the information which have not been communicated to the Receiving Partner which occur prior to the Transfer Date.
- 13.4 During the period of 6 months prior to expiry or following receipt of notice of termination of this Agreement or a Service Agreement the Designated Body shall not or where appropriate shall procure that the Service Provider does not without the prior written consent of the Receiving Partner:
- 13.4.1 alter or change in any way any terms and conditions of employment of any of the employees assigned to the provision of the Services or Commissioned Services (whether with or without consent of the employees) other than changes agreed in the normal course of the employer’s business and in good faith or wage or salary awards which are in line with those offered generally for similar status individuals within the workforce of the employer or as required by law, or
 - 13.4.2 recruit or assign to the provision of the Services or Commissioned services (except as a replacement for any employee whose employment is terminated and where the replacement is being recruited on terms which are not materially different from the terms of the employee being replaced) any employee.
- 13.5 The Designated Body will indemnify or procure that the Service Provider indemnifies the Authority and keeps it indemnified against all losses, claims, damages, other

liabilities, costs and expenses (including reasonable legal costs and disbursements) whether direct, indirect or consequential, arising as a result of or in connection with:

- 13.5.1 any act or omission of the Designated Body or any Service Provider in respect of the Relevant Employees; or
- 13.5.2 any claim by an employee or former employee of the Designated Body or any Service Provider, or trade union or representative of such employees, including any claim arising out of the failure of the Designated Body or such Service Provider to inform and consult in accordance with TUPE; or
- 13.5.3 any representations made by the Designated Body or any Service Provider in relation to employment by the Receiving Partner or any future provider of the Services or Commissioned Services.

14 **Variation**

- 14.1 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 14.2 Save where varied in accordance with Clause 14.1 or otherwise stated in this Agreement, this Agreement represents the entire agreement between the Partners.

15 **Confidentiality and Information Governance**

- 15.1 The Partners undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, Service Users, clients or suppliers of the other Partner or the Partnership Arrangements, except as permitted by Clause 15.2.
- 15.2 Each party may disclose the other Partner's confidential information:
 - 15.2.1 to its employees, officers, representatives, advisers, or sub-contractors approved in accordance with Clause 18 that need to know such information to the extent necessary for the purposes of the execution, performance and management of this Agreement. Each Partner shall ensure that its employees, officers, representatives, advisers, or approved sub-contractors to whom it discloses the other party's confidential information shall only use and further disclose such confidential information in compliance with this Clause 15; and
 - 15.2.2 as may be required by law, court order or any governmental or regulatory authority.

15.3 The Partners and the providers commissioned by the CCG or by the Council shall comply with the Data Protection Act 1998 and any additional data management protocol, policies and procedures which Partners agree to including the protocol set out at Schedule 6.

15.4 The Partners and the providers commissioned by the CCG or by the Council shall comply with the information sharing requirements outlined in SET procedures. Information sharing protocol and contact point information will be shared on a need to know basis acting in the best interest of the service user.

16 **Dispute Resolution**

16.1 If any dispute arises in connection with this Agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 14 calendar days of a written request from one party to the other, meet in a good faith effort to resolve the dispute

16.2 If the dispute is not resolved at the meeting referred to at Clause 16.1 or any agreed follow-up meetings, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate mediation a party must give Notice in writing (the “ADR Notice”) to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start no later than 28 calendar days after the date of the ADR Notice.

16.3 The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

17 **Exclusion of Partnership and Agency**

17.1 Nothing in this Agreement shall be deemed to constitute either party the agent of the other party or a partnership for the purposes of the Partnership Act 1890. Neither party shall have any right or authority to make any commitments for or on behalf of the other party other than as set out in this Agreement.

18 **Assignment and Sub-Agreements**

18.1 Neither party may assign, transfer, charge, create a trust in or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party. Each Partner shall be liable for the acts or omissions of its sub-contractors as if such acts or omissions had been committed or omitted by the Partner itself.

19 **Contracts (Rights of Third Parties) Act**

19.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

19.3 The Designated Body shall use reasonable endeavours to ensure that contracts with providers of the Commissioned Services contain appropriate provisions enabling the Other Partner, as a third party, to enforce the terms of those contracts against the providers of the Commissioned Services.

20 **Quality Control**

20.1 Each Partner shall apply the highest professional and ethical standards in relation to its obligations under this Agreement and shall at all times comply with its obligations under this Agreement and under any applicable laws or regulations.

20.2 The party that is not the Designated Body shall have the right to audit the provision of the Services by the Designated Body upon reasonable Notice. The Designated Body shall provide all reasonable access to data and personnel and other assistance to facilitate such audits.

21 **Complaints**

21.1 The Partners will operate a complaints procedure which will allow for each Partner to deal with complaints, reviews and investigation falling within the ambit of their statutory functions, duties and powers in accordance with SI 2006 No 2084 (The National Health Service (Complaints) Amendment Regulations 2006) and SI 2006 No 1681 (The Local Authority Social Services Complaints (England) Regulations 2006).

22 **Notices**

22.1 Any Notices and papers required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or electronic mail, sending the same to the other Partner at such addresses as each Partner may from time to time give to the other for the purpose of service of Notices and papers under this Agreement.

22.2 In the event of the delivery of an urgent or important Notice, the Partner giving the Notice will telephone the receiving Partner to confirm the delivery of the Notice has taken place.

23 **Health and Safety**

23.1 The Designated Body shall and shall ensure that providers of the Commissioned services will comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services or Commissioned Services or to persons working on them.

23.2 The Designated Body shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the other Partner on request.

23.3 The Designated Body shall notify the other Partner if any incident occurs in the performance of the Services or Commissioned services, where that incident causes any personal injury or damage to property that could give rise to claims against the Partners.

24 **Governing Law**

24.1 This Agreement, and any dispute or claim, arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 Subject to Clause 16 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

25 Signatories to the Agreement

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF SOUTHWARK was)
hereunto affixed in the presence of)

Authorised Signatory

THE COMMON SEAL of NHS)
SOUTHWARK CLINICAL)
COMMISSIONING GROUP was)
hereunto affixed in the presence of)

Authorised Signatory

Authorised Signatory

Schedule 1

Aims and Objectives

The aim of this Partnership Agreement is the effective commissioning of health, social care and wellbeing services which meet the needs of and improve outcomes for service users, their families and communities, within clear governance and accountability arrangements. The Council and the CCG are committed to this partnership and agree to setting up lead commissioning arrangements for designated sets of services where appropriate. Partners agree that where health, public health and social care can be commissioned together this will maximise the benefits for service users; create a clear commissioning focus; obtain maximum leverage with providers; develop a more efficient service.

The scope of this agreement is health, public health and social care services whether for children or for adults, from birth to the end of life. Partners commit to working collaboratively to commission these services as effectively as possible. Where appropriate, Partners agree to set up lead commissioning arrangements, identifying which Partner is best placed to take the lead commissioning role. Partners may also agree, where appropriate and in the best interest of promoting these Aims and Objectives to set up integrated commissioning arrangements. Further schedules to this Agreement will specify the services to be delivered within such arrangements.

Any commissioning arrangement will ensure that:

- service users can make effective transitions between children's, adults and older adults provision;
- commissioning is outcomes led using the outcomes set out in the national NHS, Public Health and Social Care Outcomes Frameworks, and with outcomes to be specified in the relevant schedule to this Agreement
- resources are clearly identified and used efficiently to maximum benefit.

The objectives of this agreement are to:

- Maximise the benefits for users and carers

Partners to this agreement believe that health needs should be considered in the context of

people's lives lived in the community. One objective of these arrangements is to ensure that a coherent set of services is commissioned which meets the health needs of an individual as well as their needs for social care, access to employment and employment support, leisure, education and stable social relationships for example. These services will build on the resilience of individuals and the support of family, friends and community already in place or available to create a strong network of support.

Partners strongly believe that good physical health will help to support good mental health and that good mental health is achieved through a combined approach which does not focus solely on a medical model of treating presenting symptoms but which commissions in a focused and joined up way.

- Create a clear commissioning focus

Partners believe that where one organisation takes the lead for commissioning there will be greater chance of a joined up and coherent approach which reflects the priority which services hold. Partners will develop and implement a single vision, strategy, set of strategic priorities and commissioning approach based on a joint needs assessment and a shared understanding of the outcomes which are to be achieved.

Partners will integrate personalisation and safeguarding into a single commissioning focus influencing practice across health and social care, regardless of which agency is the lead commissioner.

- Obtain maximum leverage

Partners are keen to ensure that the lead commissioning arrangement results in clearer relationships with providers - whether in the NHS, local government, voluntary and community sectors or the private sector. An objective of the Agreement is to ensure clarity over commissioner and provider roles and to have a single, strong commissioner voice which will ensure that commissioning priorities are met.

- Develop greater efficiency

Partners wish to reduce duplication by commissioning, procuring and contracting jointly for all services. Partners believe that they can achieve greater efficiency by commissioning as one, deploying resources to ensure the maximum benefits across health and social care. The Partners intend to work together in the spirit of co-operation to deliver a high quality

service which provides best value and delivers services which deliver appropriate outcomes for the residents of Southwark.

Schedule 2

The NHS and the Council's Functions and Responsibilities

Introduction

This schedule sets out the Functions of the CCG and of the Council relevant to the provision of the Services. It also sets out the scope of delegation of functions to the Designated Body required to enable it to ensure the provision of the Services.

The Partners' Functions:

The Partners' Functions relevant to the provision of the Services are:

To agree to the arrangements so that the commissioning of health, public health and social care services for the residents of Southwark have a shared focus and ambition.

To participate fully in the governance of the partnership arrangements.

To act as the Designated Body and commissioning lead, where specified for a particular care group, in the relevant schedule.

Where acting as the Designated Body:

- To discuss and agree the service requirements at least annually with the nominated officer/s of the Other Partner.
- To embed the service requirements into the appropriate contracts with the designated and appropriate health, public health and social care providers.
- To ensure delivery of the service requirements and standards as part of the regular contract performance meetings; raising any issues or concerns about the Commissioned Services from the Other Partner with the provider/s and feeding back issues from the providers to the nominated officer/s of the Other Partner. The Designated Body should invite those officers to contract performance meetings if appropriate or necessary.

- To forward agreed monitoring data in the agreed format from the providers to the nominated officer/s of the Other Partner.
- To make payments for the Commissioned Services to the providers at the level agreed with the Other Partner as part of the regular contract payments.
- To invoice the Other Partner at the agreed rates and for the appropriate volume of activity undertaken by the providers on the basis set out in this agreement.
- To ensure that exit arrangements are fully detailed to mitigate the risk of disruption to services should Partners agree that some or all of the Services or Commissioned Services be terminated.
- To submit a quarterly and annual reports to the Other Partner as set out in this Agreement.

Where the acting as the Other Partner:

- To set out the service requirements and standards annually for discussion and agreement with the Designated Body
- To provide any agreed resources to the Designated Body to enable it to carry out its lead commissioning role.
- To contribute to joint commissioning activities which support the lead commissioning arrangement.
- To pay the invoices received from the Designated Body.

Scope of Delegation to the Designated Body

The following functions are delegated to the Designated Body:

- To carry out needs assessments for health, public health and social care for the residents of Southwark.
- To develop relevant commissioning strategies and to commission to achieve the desired outcomes from the providers best placed to deliver the service.

- To carry out market position statements to understand and prepare the market in relevant areas as appropriate.
- To enter into contracts for the Commissioned Services in line with the terms of this Agreement, and with specific reference to the requirements set out in Schedule 3.
- To performance manage the providers of the Commissioned Services.
- To pay the providers of the Commissioned Services.
- To provide appropriate service and financial reporting to the Other Partner as appropriate and agreed under this Agreement.
- To invoice as set out in this Agreement for the Services.

Schedule 3

The Services

The Services shall be those services set out in this Schedule 3, as amended from time to time by agreement between the Partners.

For the avoidance of doubt, a reference to Schedule 3 shall be taken to include any of its sub-schedules, eg Schedule 3A, Schedule 3B, Schedule 3C, Schedule 3D, Schedule 3E and so on.

Schedule 3A

The commissioning of mental health services

Partners will work together to ensure the delivery of an effective lead commissioning arrangement in the London Borough of Southwark. The Designated Body will be the CCG and it will be responsible for carrying out the duties and responsibilities outlined here, acting at all times within the aims and objectives of the Agreement set out in Schedule 1 and using the delegated functions identified in Schedule 2.

The Services set out at this Schedule 3A will, subject to termination of this Agreement under Clauses 2 or 11, be provided for an initial term expiring on 31 March 2015, and thereafter may be extended by agreement between the Partners for successive periods of up to 3 years, unless or until terminated by either Partner giving to the other 6 months prior written Notice. The end of the period of written Notice need not coincide with the end of a calendar month. For the avoidance of doubt, expiry of the initial term or any subsequently agreed further term is not subject to notice having been given by either Partner and there will be no automatic roll-over or extension of the Services set out at this Schedule 3A without the prior written agreement of the Partners.

As set out below at paragraph 11 and Appendix S3A.3 respectively, the financial contributions and Commissioned Services set out in this Schedule 3A are those that apply for the Financial Year 2013/2014, and the Partners will review and agree financial contributions and Commissioned Services for 2014/2015 and any future Financial Year by no later than 14 February of the previous Financial Year.

1. Joint Strategic Needs Assessment

The Designated Body will be responsible for ensuring that the mental health and wellbeing needs assessment be refreshed annually to inform regular commissioning cycles. The assessment should be specified jointly and should at a minimum identify across health, social care and integrated services:

- unmet needs
- views on the service from staff, users, carers and other stakeholders

- data on access, care and treatment
- ideas for how mental health services could be improved.

2. Mental Health Strategy

The lead commissioner will be responsible for leading on the development of a strategy for adult, older persons and child and adolescent mental health services. This will be fully formulated every three to five years and refreshed annually and set out how the lead commissioner will meet local needs in the most effective way.

The initial focus of the strategy will be adult mental health services, but commissioners will need to demonstrate that the approach to transitions into the service for children and young people from Child and Adolescent Mental Health Services (CAMHS) and the approach to transitions into services for Older People with Mental Health needs is robust, meets users' needs and addresses concerns about poor transfer between services.

The strategy will not focus solely on traditional health and social care services but on all services which can have an impact on good mental health and emotional wellbeing. These can encompass, but are not limited to housing, leisure services, employment support and relationship development all of which contribute to the achievement and maintenance of good mental health. The strategy will articulate how services will work together to identify needs and to determine how they will best be met.

The strategy will need to align with other strategies in place including Carers, Health and Wellbeing, Employment and Housing Need.

3. Market Position Statement

The Designated will be responsible for developing the mental health section of the borough's Market Position Statement (MPS, as required in the Care and Support White Paper), written for providers of adult social care services. The MPS sets out local commissioning intentions so that the market can be prepared to develop the right services to meet the needs of local residents. It summarises demand and supply to support both current and potential providers. The MPS will strive for continuous improvement by encouraging innovation and sharing best practice, supporting better relationships between commissioners and service providers, acting as a foundation for achieving better outcomes.

4. Outcomes

In carrying out its lead commissioning role, the Designated Body will commission to a set of outcomes agreed annually with the local authority. These outcomes will reflect the national outcomes frameworks for social care, health care, mental health and public health. The principle behind this is to ensure consistency of approach across the CCG and the Council and will enable the providers to contribute fully to the services being commissioned. The Designated Body will allow the providers sufficient leeway to determine how best the outcomes should be delivered.

Progress towards achieving these outcomes will be monitored through outcomes indicators, which have been established nationally, and commissioning of adult mental health services will follow these outcomes and indicators. These indicators are set out in Appendix S3A.1 to this Schedule. The four outcomes sets overlap and align, although they are not a complete match.

The full set of outcomes for the service will include the following:

Adult Social Care Outcomes Framework

- Enhancing Quality of Life for people with care and support needs
- Delaying and Reducing the need for Care and Support
- Ensuring that people have a positive experience of care and support
- Safeguarding Adults who are vulnerable and protecting them from avoidable harm

NHS Outcomes Framework

- Preventing people from dying prematurely
- enhancing quality of life for people with long term conditions
- helping people to recover from episodes of ill health or following injury
- ensuring that people have a positive experience of care
- treating and caring for people in a safe environment and protecting them from avoidable harm

Public Health Outcomes Framework

- Increased healthy life expectancy, i.e. taking account of the health quality as well as the length of life
- Reduced differences in life expectancy and healthy life expectancy between communities (through greater improvements in more disadvantaged communities)
- Improving the wider determinants of health

- [Health improvement](#)
- [Healthcare public health and preventing premature mortality](#)

Mental health

- More people have good mental health
- More people with mental health problems will recover
- More people with mental health problems will have better physical health
- More people will have a positive experience of care and support
- Fewer people will suffer avoidable harm
- Fewer people will experience stigma and discrimination

In carrying out its lead commissioning role the CCG will pay attention to the Public health outcomes framework which is set out below.

- Improving the wider determinants of health
- Health improvement
- Health protection
- Healthcare public health and preventing premature mortality

5. Social care approaches

Through these arrangements, partners wish to see personalisation embedded within health and social care commissioning of mental health services. Personalisation is a social care approach described by the Department of Health as meaning that “every person who receives support whether provided by statutory services or funded by themselves will have choice and control over the shape of that support in all care settings”. Whilst it is often associated with direct payments and personal budgets, personalisation is also about tailoring services to the individual, provision of improved information and support, promotion of independence and self-reliance and investment in preventive services.

The lead commissioning arrangement offers an opportunity to strengthen safeguarding of both children and vulnerable adults by formulating it as a priority for the partners. The lead for safeguarding lies with local authorities and is implemented through multi-agency Safeguarding Boards. The Council and the CCG wish to see that any change to commissioning arrangements strengthens safeguarding processes, ensures that health and

social care commissioning reflects the importance of safeguarding and emphasises that safeguarding is everyone's responsibility.

Partners recognise that transitions - from CAMHS to adult mental health services and from adult provision to older people's services - can be challenging for service users. By developing a single, focused approach to commissioning, partners wish to reduce the risks of poor transition arrangements for individuals with mental health needs.

Likewise, partners believe that those people with co-morbidity will be better served when services are commissioned in the round.

6. Service modelling, redesign and redevelopment

The Designated Body will be responsible for ensuring that the model of service in place best meets the needs of service users. The Designated Body will use the joint commissioning arrangements in place to redesign services as required to meet local needs.

Through the joint commissioning arrangements, the Designated Body will engage with the Council (including social care, public health, housing and leisure services), the CCG, providers from the NHS, voluntary, community and private sectors and other stakeholders to develop service models and care pathways which best meet need.

7. Procurement and contracting

The Designated Body will procure on behalf of the local authority, ensuring that time frames are adequate, due process is observed and decisions are made at the appropriate level. The Designated Body will ensure that any contracts are let appropriately, within the rules and financial regulations approved by the Council. The Council and the CCG will be responsible for ensuring that all necessary permissions and sign-off are achieved in a timely fashion within their own organisation.

The Designated Body will embed a requirement for services to achieve the social care outcomes set out in section 4, Outcomes, above within their contracts.

The Designated Body will ensure that the outcomes frameworks identified above are embedded in contracts and shape the delivery of services commissioned. The Designated Body will identify the outcome indicators, the key data set and performance measures, including indicators and targets, through which they will be able to demonstrate to Southwark that work is underway to contribute to achieving outcomes. The Designated Body

will be responsible for performance monitoring of all contracts for mental health services, using the agreed set of indicators and targets.

The Designated Body will be responsible for procuring services to the standard and volume required within the resources identified by the Council. The Designated Body will seek approval by the Council for any additional funding requested by the provider to deliver the services specified, such requests to be considered and discussed in the first instance by the Health and Social Care Partnership Board.

The joint commissioning arrangements will sign off the outcome indicators to be used on an individual contract.

8. Engagement with stakeholders

The Designated Body will carry out its lead commissioning role in collaboration with the local authority, the CCG and other partners through the joint commissioning arrangements.

The Designated Body will be responsible for ensuring that it complies with its obligations to enter into active and meaningful engagement and consultation with such stakeholders and partners as are required by legislation and appropriate codes of governance. The Designated Body will also support the Other Partner to comply with its own such obligations in such manner as shall be agreed by the Health and Social Care Partnership Board..

9. Commissioning arrangements

The Designated Body will set up joint commissioning arrangements which enable the collaboration and involvement of the local authority in the lead commissioning role.

Draft terms of reference for the groups forming the core of the joint commissioning arrangements are set out in Appendix S3A.2 to be found at the end of this schedule. The Joint Commissioning Committee for Mental Health will report in to the Health and Wellbeing Board.

The Designated Body will set up a joint commissioning team to ensure that the requirements set out in this schedule are delivered. The team will have both health and social care expertise and knowledge.

However, initially In carrying out its lead commissioning role, the Designated Body will commission the Commissioned Services specified at Appendix S3A.3 to this Schedule.

10. Exit arrangements

Partners agree to ensure that services to the residents of Southwark are not disrupted in the event that Partners determine that the agreement set out in this Schedule should be ended. The Designated Body will set out detailed provisions as to exit arrangements and these will include measures to:

- maintain continuity of the Services;
- allocate and/or dispose of any goods or assets relating to a Project;
- assign responsibility for debts and on-going contracts;
- assign responsibility for the continuance of Service Contracts subject to the agreement of either Partner to continue contributing to the costs of the Service Contracts;
- share liabilities where appropriate incurred by the Host Partner and/or the Partner with the responsibility for commissioning the Services; and
- such other matters as the Partners deem reasonably necessary.

11. Financial contributions

The Council's financial contributions under this Agreement from the Commencement Date to the end of the Financial Year 2013/2014 for the Commissioned Services provided for in this Schedule 3A will be a pro-rated amount of the annual figures set out below.

SLAM – COUNCIL CONTRIBUTIONS	
RESIDENTIAL PLACEMENTS	£2,817,000
DAY CARE	£2,109,666
TOTAL	£4,926,666

The additional funding required to ensure the delivery of the Commissioned Services provided for in this Schedule 3A will be contributed by the CCG and will be a pro-rated amount of the annual figures set out below.

SLAM – CCG CONTRIBUTIONS

RESIDENTIAL PLACEMENTS	DEFINED CONTRIBUTION TO BE CONFIRMED
DAY CARE	£2,979,709
TOTAL	

Financial contributions for the Financial Year 2014/2015 and for any agreed extended period beyond the initial term will be agreed between the Partners in advance of the end of the preceding Financial Year and by no later than the preceding 14th February.

The Designated Body shall allocate the Council's financial contributions together with its own financial contributions to separate pooled funds for each of the relevant Commissioned Services.

12. Staffing

The Partners have agreed to work together to enhance the planning, service improvement and commissioning of mental health services for the population of Southwark. As such, the Council will commit to the provision of funding to enhance the commissioning capacity within the Designated Body.

The Partners agree that initially, the Council will second to the Designated Body for a period of 12 months a senior mental health commissioner at Hay Grade 12 level to work as part of CCG's Mental Health Commissioning Team, taking a lead role in local authority commissioning interfaces across all age groups and reporting to the CCG's Head of Mental Health. The post holder will be engaged on various aspects of the mental health commissioning programme including contract management, service improvement and service re-design initiatives within a range of mental health clinical areas, including: Adult Mental Health, Mental Health for Older Adults and Child and Adolescent Mental Health Services.

Following the initial 12 month period, Partners may agree either to extend the secondment or to establish a similar permanent post within the CCG with the job specification and terms and the recruitment criteria and processes to be agreed between the Partners.

Appendix S3A.1

Social care outcomes and indicators to be used in commissioning adult mental health services

- Social care outcomes that measures how well integrated services provide care and support.
- Outcomes that measures quality of access and contact.
- Outcomes that measure experience of care and support to live full and independent lives.
- Services that are preventative and personalised and recovery focused.
- Outcomes for safeguarding vulnerable adults and protecting them from avoidable harm.
- Outcomes for access and quality of services to carers.

The adult social care outcomes framework to include the following:

- 1) **Enhancing Quality of Life**
 - 1.1 Personalisation and the use of personal budgets to ensure services are delivered, maximising the user's choice and control and improving their quality of life
 - 1.2 Measure for employment and accommodation for users of mental health services
 - 1.3 Services for carers.
- 2) **Delaying and Reducing the need for Care and Support**
 - 2.1 Early intervention
 - 2.2 Support in the most appropriate setting
 - 2.3 Recovery focused with recovery plans in place
 - 2.4 Short-term care and support
 - 2.5 Re-ablement services.
- 3) **User and Carer experience of Mental Health Services**
 - 3.1 Information and support readily available
 - 3.2 Access and contact
 - 3.3 User satisfaction
 - 3.4 Carer satisfaction.
- 4) **Safeguarding Adults**
 - 4.1 Referrals
 - 4.2 Intervention/outcomes.

The public health outcomes framework indicators to include the following:

- Increased healthy life expectancy, i.e. taking account of the health quality as well as the length of life
- Reduced differences in life expectancy and healthy life expectancy between communities (through greater improvements in more disadvantaged communities)

and

Domain 1) Improving the wider determinants of health

- 1.6 Adults with a learning disability/in contact with secondary mental health services who live in stable and appropriate accommodation
- 1.7 People in prison who have a mental illness or a significant mental illness
- 1.8 Employment for those with long-term health conditions including adults with a learning disability or who are in contact with secondary mental health services

Domain 2) Health improvement

- 2.10 Self-harm (Placeholder)
- 2.23 Self-reported well-being

Domain 4) Healthcare public health and preventing premature mortality

- 4.9 Excess under 75 mortality rate in adults with serious mental illness*(NHSOF 1.5)
- 4.10 Suicide rate

Appendix S3A.2

Arrangements for the joint commissioning of mental health services in Southwark

Introduction

There will be two groups to lead and support the joint commissioning of mental health services in Southwark.

The Joint Commissioning Committee Mental Health (“**JCC**”) will lead the strategic planning of and make commissioning decisions about mental health services in the borough.

The Mental Health Stakeholder Group will support the JCC to carry out its functions by providing expert advice and provider and other perspectives.

Joint Commissioning Committee for Mental Health - Draft Terms of Reference

Purpose

The JCC is responsible for the strategic oversight of all aspects of commissioning adult mental health services including the development of strategy and outcomes, needs assessment, best practice, procurement, contract management and review.

The JCC reports to the Southwark Health and Wellbeing Board which is itself accountable to the Council and to the CCG.

Membership

The membership of the JCC will be as follows:-

- the Council’s Director of Strategy and Commissioning or a deputy to be notified in writing in advance of any meeting;
- the Council’s Head of Performance (Adult Social Care) or a deputy to be notified in writing in advance of any meeting;
- the Council’s Head of Mental Health, or a deputy to be notified in writing in advance of any meeting;

- the CCG's Director of Client Group Commissioning, or a deputy to be notified in writing in advance of any meeting;
- the CCG's Head of Integrated Mental Health Services, or a deputy to be notified in writing in advance of any meeting;
- members of the CCG's mental health commissioning team as required;
- Clinical Director with the borough lead from SLaM;
- Representatives of other service providers as required;
- the Council's Head of Specialist Housing Services or a deputy to be notified in writing in advance of any meeting;
- the Council's Head of Community Safety and Enforcement or a deputy to be notified in writing in advance of any meeting; and
- the Director of Public Health or a deputy to be notified in writing in advance of any meeting.

The meetings will be chaired by the Council's Director of Strategy and Commissioning. Other officers be invited to attend as required, eg finance leads.

Role

- Provide leadership to the development and improvement of adult mental health services across Southwark
- Develop the Southwark Mental Health Strategy setting the vision, outcomes and principles in the context of the Health and Wellbeing Board
- Ensure up to date and comprehensive needs assessments are carried out
- Propose service redesign and remodelling as required
- Advise on the Communications Strategy for any commissioning, recommissioning or decommissioning
- Recommend the preferred model for procurement to best ensure contestability

- Oversee any joint commissioning processes
- Identify the resources available for adult mental health across partners and keep abreast of any investment/disinvestment decisions factoring these into commissioning plans
- Establish a performance management framework by which to monitor mental health services and establish how well outcomes are being achieved
- Ensure mental health commissioning is informed by a range of views and perspectives including users and carers; practitioners and clinicians; service providers; best practice; polity and guidance
- Provide strategic oversight and linkages to any sub-groups of the JCC which may be established at any time to take forward the commissioning of mental health services including contract management; service redesign; finance; user engagement etc.

The JCC will report annually or more frequently as required to the Health and Wellbeing Board of which it is a sub-group. It will also report through the Deputy Director of Commissioning to the Senior Management Team, the Corporate Management Team to the Cabinet and through the Director of Commissioning at the CCG to the Senior Management Team at the CCG and through to the CCG Board.

JCC Support

The JCC will be supported by officers from the CCG and the Council and they may be involved in assisting in implementation of any actions arising from the work of the Board. The Director of Commissioning will be the lead for taking forward actions affecting the lead commissioning.

Running of meetings

The JCC will meet monthly and at a time to be agreed. The quorum for meetings shall be a minimum of two members from each of the Partners. Decisions shall be made unanimously by those present. Minutes of all decisions shall be kept and copied to the members of the JCC within seven (7) days of every meeting.

Mental Health Stakeholder Group - draft terms of reference

Purpose

The key functions of the Mental Health Stakeholder Group are to provide expert and specialist advice to the JCC and to provide a forum for stakeholders to help shape the strategic direction of local mental health provision. It also provides a reference point for the Health and Wellbeing Board to gain views on local need and to continually improve the health and wellbeing of local people. The membership consists of commissioners and providers. The Group reports to the Joint Commissioning Committee Mental Health.

Membership

The membership of the Stakeholder Group will be a wide partnership drawn from:

Commissioners

Practitioners and clinicians

Providers across the NHS, the local authority and the voluntary and community sectors

Representatives of user engagement and community based groups

Officers from across the wider council

Responsibilities of the Mental Health Stakeholder Group

- Promote awareness of emotional and mental health and wellbeing among agencies and secure appropriate involvement in developing improved provision across all four tiers of provision.
- Ensure a range of views and perspectives including users and carers; practitioners and clinicians; service providers; best practice; policy and guidance is fed in to the JCC.
- Advise the JCC on matters of policy, practice and guidance which may have an impact on either commissioning or delivery of mental health services
- Identify gaps and duplications in service delivery to contribute to the needs assessment
- Share information on best practice and innovation to improve continually the standards of delivery across Southwark
- Ensure learning from Serious Untoward Incidents and complaints is incorporated into policy and practice relevant to emotional wellbeing and mental health
- Provide a practitioner and wider stakeholder view on the commissioning strategy and plans as developed by the JCC
- Strengthen continuous development of staff by exploiting opportunities to share training and development.

Appendix S3A.3

Commissioned Services

Services

The financial contributions set out at paragraph 11 of Schedule 3A above include a contribution towards mental health provision provided at day care centres commissioned by the CCG on behalf of the Council and also a contribution towards the cost of the services set out below. The services will be reviewed by the Partners in advance of the end of each Financial Year and agreement will be reached by no later than 14th February what the Commissioned Services will be for the following Financial Year.

These services are for patients or service users experiencing or recovering from mental ill-health, who are the responsibility of the Clinical Commissioning Group or the Council's Adult Social Services, being people ordinarily resident in Southwark and/or registered with a general practice that is part of the Clinical Commissioning Group

Opendoor Resource Centre in Jamaica Road provides a community support service for people in the community suffering from mental ill health, and to enhance their social integration. The service seeks to promote self esteem and self reliance and to improve overall mental health stability. The Service provides support for a minimum of 100 service users, at any one time, with long term and enduring mental health needs. Members are referred to the service through community mental health teams, community support services, hospitals and GPs alongside self referrals.

Blackfriars Settlement, in Great Suffolk Street provides a day centre service for people who have a long term and enduring mental illness who require, and can benefit from, the help and support the service offers. The ultimate aims of the service are to support service users to attain stability in their personal circumstances and to help them to develop their confidence and daily living skills in order to enable them to attain and maintain optimum independence and independent living. There are free to access services for Southwark residents who are living with a mental health problem, alongside a range of programmes that users contribute towards.

Lambeth and Southwark Mind provides a mutual, community-based support and representation service for people who have a mental illness. The aim of the service is to support Service Users to attain stability in their personal circumstances and to help them to develop their confidence and daily living skills in order to enable them to attain and maintain optimum independence and independent living. The service includes a User Council and a Women's Forum.

Three Cs at the **Crossways** centre in Rye Lane provides a day centre service that seeks to maintain or to re-establish in the community, people suffering from mental ill health, and to enhance their social integration. The service seeks to promote self esteem and self reliance and to improve overall mental health stability. The service's staff provides support with housing issues, benefits advice, and links with enablement and crisis teams, substance misuse support services and advocacy services. The service provides a range of daily activities aimed at helping people recover their mental health and maintain a healthy lifestyle. The service has a strong emphasis on social inclusion, and their job coach and volunteer co-ordinator facilitate and support work experience with local organisations and businesses. Support is provided for a contribution from service users.

Together's Your Way service at the Southwark Centre for Independent Living (SCiL) at Bradenham Close Street provides community based mental health support for people who have a long term and enduring mental illness who require, and can benefit from, the help and support the service offers. The ultimate aims of the service will be to support service users to attain stability in their personal circumstances and to help them to develop their confidence and daily living skills in order to enable them to attain and maintain optimum independence and independent living. Together provides a 13 week 'Going Forward' targeted support programme for people with a mental health diagnosis, peer support, social networking and drop in support. For people who want further support after the programme, the service offers further sessions for a contribution from service users.

Family Mosaic provide care and support services to people with mental health needs, to help them to live more independently, with more dignity, choice and control. Family Mosaic create support plans for people to identify individual packages of care and support.

Three Cs at Dunton Road provides accommodation, care and support for up to seven people with medium to high dependency needs, who might otherwise require hospital care and/or lose contact with the professional care services.

Hexagon at Townley Road provides a registered residential care service with nursing care (10 places) for people who have a severe and enduring mental illness and who require, and can benefit from, the help and support the Service offers. The ultimate aims of the Service are to support service users to attain stability in their personal circumstances and to help them to develop their confidence and daily living skills in order to enable them to attain and maintain optimum independence and independent living. The service provides intensive rehabilitation for people with complex mental health needs. The focus is on rehabilitation and the homes are run along domestic lines, to look and feel like homes.

Turning Point at Milestone, in Wales Close provides high level residential care and support for up to 14 men with medium to high dependency needs, who have a forensic mental health history, and who might otherwise require hospital care and/or lose contact with the professional care services. Milestone uses the 'Recovery' approach, to support people to take an active part in their own care and enable them to successfully integrate back into the community. The services include: individualised care packages; weekly one-to-one key work; collaborative recovery planning and risk assessments; comprehensive risk and relapse management; support with daily living skills; and, site-based multi-disciplinary monthly clinics. People are referred into the service by Southwark Council.

Certitude (incorporating the Southside Partnership) at Nsoroma House provides registered residential care and support for up to 11 men from a black or BME background with medium to high dependency needs, who might otherwise require hospital care and/or lose contact with the professional care services.

Equinox at Southampton Way provides self-contained apartment accommodation for up to 13 men with enduring mental health problems. The service provides 24 hour support, medium term accommodation and resettlement for men with enduring mental health

problems who have led chaotic lives and/or been institutionalised. The service compiles a recovery plan with service users, based on their needs, wishes and aspirations, and works through a programme of support and activity with them to give them the opportunity to re-engage with the community and to move on to independent living. Recovery plans include work and employability support; treatment for mental health problems as well as any associated problems such as substance misuse; leisure and community activities and a planned, phased move toward resettlement. The service is accessed by referral from the High Support Rehabilitation Team, based at the Maudsley Hospital.

South London and Maudsley trust will also procure **residential placements** in Care Quality Commission registered care homes for people with mental health needs, which this funding also contributes towards.

All services are expected to support people in residential placements to move on to more independent living, in line with their care plan, and would not normally expect this to take longer than two years, dependent on clinical needs, and assessment of progress.

The local authority should be provided with monthly reporting from the Clinical Commissioning Group on the number of people in placements.

Placement in residential placements will be in line with the **placement pathway**, the key aims of which are:

- To enable people to have more choice and control of their lives through recovery focused work,
- To encourage self directed support and personalisation of care required
- To ensuring that people are in the most appropriate residential or nursing care accommodation specific to their needs.
- To facilitate move on from high cost placements to low cost supported housing placements and where appropriate independent living.
- To constantly explore effective ways of achieving savings on price along the pathway.
- To carry out regular and systematic review of clients in placements to ensure throughput and standardised practice across all placement teams.

Prior to placement, all alternative options should be explored, before considering placement, and the following should also take place:

- Placement needs identified by ward or Community Mental Health Team
- Assessment of needs and Fair Access to Care (FACS) completed
- Client need for placement funding considered and care package been identified by care coordinator with MDT
- Care package and costings clarified
- Placement identified and agreed by the relevant Panel
- Placements management paperwork to be completed

The length of placement should be agreed at the panel, and outcomes and review dates also confirmed through the panel. Reviews shall take place as below and include the following:

6 Week Review

- Review of agreed care plan and progress of care placement
- To include month 3 guideline
- Care Transfers to relevant placement team
- Care Programme Approach (CPA) transfer where appropriate

3 Month Review

- Progress on placement against care plans
- Any changes required to meet anticipated target LOS
- Review of placement outcomes set at start of placement
- Re-prioritisation of goals and outcomes if required

6 Month Review to include all Out of Area Placements (OATS)

- CPA review, PEDIC, EQ5D, HONOS
- As month 3 plus step-down options if appropriate
- Is progress being made Is progress being made care plans and placement outcomes
- If obstacles, what are they
- Sideways move considered
- Step-down options considered further
- Or client steps down to SP or alternative provider

9 Month Review (full review to be done if considered needed at 6 month review)

- Review progress against care plans and placement outcomes
- As month 6 if progress is slow
- Any changes required to meet target
- CPA review to be considered
- Yearly PBR trigger point
- Review of any OATS clients not progressing well
- If funding due to stop at one year either clear move on plan or email management to extend funding

1 Year Review (includes OATS)

- CPA, HONOS, PEDIC, EQ5D
- Query transfer of care as in step-down/move-on of placement
- MDT
- Review obstacles
- Longer term Rehab
- Comprehensive review
- MDT and peer review of difficult to step down clients & transfer of care considerations
- Funding likely to STOP

18 Month Review

- CPA, HONOS, PEDIC, EQ5D
- MDT Review and peer review of difficult-to-move on complex clients
- Discharge planning
- Transfer of care arrangements considered

Placement Providers Assurance Procedures

Clear and robust systems should be in place through South London and Maudsley Trust for contracting with external placement providers and to assess and receive appropriate assurance regarding compliance against all governance, quality, financial/accounting, NHS standards and to ensure appropriate 'flow down' of commissioner contractual responsibilities.

Panel - Decision to place a client with an external provider

The decision to place a client in an external placement is made at Funding Panels across the Trust. Members from SLaM, CCG, and Southwark's Social Services meet on a weekly basis to discuss and agree placement issues – type of service, costing, quality, suitable

providers. Fundamental to this process, all available options are always explored first, before considering placing a client with an external provider.

Where appropriate, only providers who are CQC registered are commissioned.

Placement Monitoring

Each client placed out of borough has a named worker responsible for attending regular reviews and liaising with the external provider. The following areas are usually agreed with provider and client (where possible) on admission;

- Care Plan
- Support requirements and needs
- Interventions
- Clear goals
- Timescales
- Expected outcomes
- Medication
- Activity programme
- Future placement options and needs
- Move on

These items are reviewed at regular progress meetings and formal review meetings. In general, all placements are time-limited incorporated within the Care Pathway.

A master list of external provider CQC registration and inspection reports is to be maintained on the SLaM intranet – with 'live' links to the CQC website.

All placement providers are required to submit weekly clinical update reports to SLaM teams who care co-ordinate the placements.

Movement through the Care Pathway

Needs are assessed, including capacity issues, time limited goals and there is an expectation that clients move through the Care Pathway appropriately and in a timely manner.

(i) Criteria for Eligibility

Eligibility for services commissioned is set out in the service specifications. The services should aim to meet the mental health needs of adults from the age of 16 in relation to secondary health services. Primary health care services and preventative services are available to people irrespective of their age. Expected service responses are also outlined below for individuals with particular levels of need.

Definitions		FUNCTIONING/ DISTRESS/ DISABILITY	Expected service response
CRITICAL NEED	Whole well being and independence are at risk and immediate help is needed. There is imminent danger to life through neglect or harm to self and others	Acute distress/severe impairment of functioning Severe enduring social disability with functional impairment Immediate and continuing benefits from services geared to reduction of harm to self and others	Intensive specialised mental health support from a range of health and social support services
SUBSTANTIAL NEED	People whose well being and independence may be at risk and that help is requested from health and social care agencies People who have an enduring mental health problem where there is an identifiable need for ongoing support There is a need to prevent relapse and	Intermediate but frequent episodes of acute distress with severe impairment of functioning People who are experiencing mental health problems which are severely affecting their functioning and quality of life	Individualised support plans targeted towards client's medical needs and carer's needs Supported housing for appropriate clients Self-directed support and support at home for appropriate clients

	readmission		
MODERATE/ LOW NEED	<p>People who may need help from Mental Health Services or from other health and social care agencies to prevent further deterioration</p>	<p>Moderate/ low impairment of functioning</p> <p>People with minimal or no current contact with secondary care Mental Health Services who are experiencing distress that has an effect on their functioning or quality of life, which may have been preceded by a normal life event</p>	<p>Access to one-stop shop for information on benefits, health promotion advice, combating ageism and discrimination and sign-posting to appropriate mental health services</p> <p>Open access to a range of universal services, both statutorily provided and delivered by the voluntary sector, including GP services, socialising activities such as day services and lunch clubs</p>

Schedule 3B

The commissioning of substance misuse treatment services

Partners will work together to ensure an effective lead commissioning arrangement is in place for the commissioning by the Designated Body of certain substance misuse treatment services for the residents of Southwark. The Designated Body will be the CCG and it will be responsible for carrying out the duties and responsibilities outlined here, acting at all times within the aims and objectives of the Agreement set out in Schedule 1, using the Delegated Functions identified in Schedule 2 and in compliance with the Council's constitution and policies.

The Services set out at this Schedule 3B will, subject to termination of this Agreement under Clauses 2 or 10, be provided for an initial term expiring on 31 March 2014, and thereafter may be extended by agreement between the Partners for successive periods of up to 3 years, unless or until terminated by either Partner giving to the other 6 months prior written Notice. The end of the period of written Notice need not coincide with the end of a calendar month. For the avoidance of doubt, expiry of the initial term or any subsequently agreed further term is not subject to notice having been given by either Partner and there will be no automatic roll-over or extension of the Services set out at this Schedule 3B without the prior written agreement of the Partners.

Partners have agreed to review the lead commissioning agreement within this Schedule at the earliest opportunity with a view to putting in place long term arrangements from April 2014.

Commissioned Services

In carrying out its lead commissioning role, the Designated Body will commission the following Commissioned Services in line with the service specifications set out at Appendix S3B.1 to this Schedule and through the CCG's block contract with the South London & Maudsley NHS Trust ("**SLaM**"):

1. Southwark Community Drug Action Team
2. specialist outpatients service
3. injectable opiate treatment service

4. inpatients service
5. needle exchange coordination and materials services

The Designated Body will co-operate with commissioning arrangements already in place for substance misuse services at the Council including regularly reporting back to and consulting with the Substance Misuse Joint Commissioning Group and the Drug and Alcohol Team (“**DAAT**”) Board

Representatives from the Delegated Body with relevant knowledge of the Services will attend monthly meetings with the relevant commissioners at the Council and use best reasonable efforts to ensure that representatives of the providers of the Commissioned Services also attend.

Exit arrangements

Partners agree to ensure that services to the residents of Southwark are not disrupted in the event that Partners determine that the agreement set out in this Schedule should be ended. The Designated Body will set out detailed provisions as to exit arrangements and these will include measures to:

- maintain continuity of the Services;
- allocate and/or dispose of any goods or assets relating to a Project;
- assign responsibility for debts and on-going contracts;
- assign responsibility for the continuance of Service Contracts subject to the agreement of either Partner to continue contributing to the costs of the Service Contracts;
- share liabilities where appropriate incurred by the Host Partner and/or the Partner with the responsibility for commissioning the Services; and
- such other matters as the Partners deem reasonably necessary

Appendix S3B.1

Commissioned Services

The services in this Appendix S3B.1 are all fixed price arrangements, save for the Council's ability to direct additional inpatient bed days, at the identified additional cost per bed day.

i – Community Drug Action Team

Service	Specialist Substance Misuse Treatment Service Community Drug Action Team (CDAT)
Commissioner Lead	Tanya Barrow, Community Safety Partnership Service Business Unit Manager, London Borough of Southwark
Provider Lead	Mark Allen, Service Director, Addictions Clinical Academic Group, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
1.1 National/local context and evidence base
1.1.1 The Service is provided to meet central, regional and local policy objectives to meet health care needs and tackle substance misuse-related crime, as defined in a key national strategies, including: <ul style="list-style-type: none">• The national drugs strategy - Reducing demand, restricting supply, building recovery: supporting people to live a drug free life ¹, as well as;• The alcohol harm reduction strategy for England, and ²

¹ “Reducing demand, restricting supply, building recovery: supporting people to live a drug free life”, Home Office (December 2010)

- “Safe. Social. Sensible. The next steps in the national alcohol strategy”³

1.1.2 The Service has been developed within the context of ‘Models of care for the treatment of adult drug misusers’⁴, and ‘Models of care for alcohol misusers’ (MoCAM)⁵, which have national service framework status.

1.1.3 For further evidence about the background to the development of current substance misuse services in Southwark, see the archived list of NTA documents at: <http://www.nta.nhs.uk/publications.aspx>

1.1.4 In practice the national strategies establish a two-pronged approach: meeting health needs and tackling drug-related crime.

1.1.5 Local priorities mirror the national goals of improving health and social outcomes, reducing crime and reducing the harm caused by drug and alcohol use to the individual and the community. The Service contributes to these priorities and the objectives set out in local strategic documentation, including:

- Building a healthier future together: Southwark’s joint health and wellbeing strategy, 2013-14
- Working together to reduce the harm caused by alcohol: Southwark’s Alcohol Strategy 2013-16
- Children and Young People’s Plan 2013-16, Southwark’s Children and Families Trust
- A fairer future for all 2011-2014, Southwark Council plan
- The best possible outcomes for Southwark people: Integrated plan and draft commissioning intentions, NHS Southwark Clinical Commissioning Group

² “Alcohol harm reduction strategy for England”, Prime Minister’s Strategy Unit (2004)

³ “Safe. Sensible. Social. The next steps in the national alcohol strategy”, Department of Health, (2007)

⁴ “Models of care for the treatment of adult drug misusers: Update 2006”, National Treatment Agency for Substance Misuse (NTA), (2006)

⁵ “Models of care for alcohol misusers: Update 2006”, Department of Health, (2006)

1.1.6 The key points from the information we have on drug use in Southwark are:

- poly-substance misuse (i.e. combined use of crack cocaine and heroin) remains a significant issue in Southwark;
- prevalence estimates over the last three years show a reduction in the number of opiate and crack users (OCUs) in Southwark, and
- with a reduction in the estimates for prevalence of OCUs and a widening of the '95% confidence interval' for crack users it is now more difficult to
 - estimate the numbers of 'crack only' and 'opiate only' users
 - estimate the numbers of treatment naïve users by primary drug
 - there has been a significant rise locally in the number of people presenting with problematic drug use who are not opiate or crack users, so our provision needs to be flexible

1.1.7 In Southwark in 2009 there were an estimated 37,881 people (18 and over) drinking at increasing risk levels, 12,168 people (18 and over) drinking at higher risk and 6199 dependent drinkers (18 and over).

Risk	Men	Women
Lower risk	No more than three to four units per day on a regular basis and no more than 22 units per week	No more than two to three units per day on a regular basis and no more than 15 units per week
Increasing risk	More than three to four units per day on a regular basis	More than two to three units per day on a regular basis
Higher risk	More than eight units per day on a regular basis or more than 50 units per week	More than six units per day on a regular basis or more than 35 units per week

2. Outcomes

2.1 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	
Domain 1	Improving the wider determinants of health	
Domain 2	Health improvement - Successful completion of drug treatment	Yes
Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality	

2.2 Local defined outcomes

The key service outcomes of the Specialist Substance Misuse Community Drug and Alcohol Team (CDAT)) are to achieve the national goals and local priorities for drug and alcohol treatment services. These are:

- improved long-term mental and physical health, well-being, and quality of life for people affected by substance (drug and alcohol) misuse;
- freedom from substance dependency;
- well-informed and supported families, children and young people, including but not limited to; improved relationships with family members, partners and friends, and the capacity to be an effective and caring parent;
- reduced substance misuse related crime, anti-social behaviour and re-offending;
- improved public health and reduced health inequalities in Southwark, including but not limited to; prevention of substance misuse related deaths and blood borne viruses;
- increased employment and reduced financial burden on local communities, including but not limited to; training, education and sustained employment;
- the ability to gain access to, and sustain, suitable accommodation; and
- reduced need and demand for public services amongst people who have had substance misuse problems.

3. Scope

3.1 Aims and objectives of service

3.1.1 The CDAT will contribute to the national treatment service goals and social priorities, and the objectives set out in local strategic documentation, as set out at paragraphs 1.1.1 and 1.1.5 above, and at outcomes set out under the Public Health Outcomes Framework and the local defined outcomes set out at paragraphs 2.1 and 2.2 above.

3.1.2 The primary aim of the Southwark CDAT is to reduce the harm caused by drugs and alcohol to the individual and the wider community by the provision of appropriate medical and psychological interventions in order to improve the physical and mental wellbeing of service users.

3.1.3 In addition to those set out above, specific aims of the Service include:

- to provide a high quality, evidence-based, specialist treatment service to individuals with substance misuse (drugs and alcohol) related problems;
- to assist Service Users to achieve stability in their lives and reduce the use of illicit or non-prescribed drugs (this may include provision of substitute medication in order to alleviate withdrawal and to reduce craving) and then support them to work towards achieving abstinence from alcohol and drugs of dependency;
- to reduce the dangers associated with drug misuse, including the risks of HIV, hepatitis B and C and other blood-borne infections and the risks of drug-related death;
- to reduce the need of criminal activity by Service Users to finance their substance use and hence reduce substance misuse related crime, anti-social behaviour and re-offending;
- to reduce the risk of prescribed drugs being diverted onto the illegal drug market;
- to improve overall personal, social and family functioning, including but not limited to improved relationships with family members, partners and friends and the capacity to be an effective and caring parent;
- to improve opportunities for Service User reintegration into the wider community and to reduce the financial burden on local communities, including but not limited to: training, education and sustained employment, and the ability to access and sustain suitable accommodation;
- to assess the needs and safety of children living with problem drug users and to provide access to appropriate support; and
- to work with professionals in the substance misuse field (including doctors, nurses, clinical psychologists, occupational therapists, pharmacists and drug workers) in a range of capacities, including: liaison, joint-working, consultancy and education and training.

3.2 Service description/care pathway

3.2.1 The CDAT provides specialist community based treatment and Tier 2 and 3 interventions, as defined by Models of Care Update 2006, to individuals with substance misuse (drug and/or alcohol) related problems who are resident in Southwark (the "Service"). Models of Care defines Tier 2 interventions as including "provision of drug-related information and advice, triage assessment, referral to structured drug treatment, brief psychosocial interventions, harm reduction interventions (including needle exchange) and aftercare". Models of Care defines Tier 3 interventions as including "provision of community-based specialised drug assessment and co-ordinated care planned treatment and drug specialist liaison."

Service model

3.2.2 The services, care and interventions delivered by the Service include, but are not limited to, the following:

a	initial assessment (including a brief risk assessment);
b	comprehensive assessment (including a comprehensive risk assessment);
c	medical assessment;
d	mental health assessment and interventions;
e	physical examination, assessment of physical health and appropriate
f	interventions. Service users will be provided with a full general healthcare assessment every three months;
g	when service users have to wait to gain access to services, they will be encouraged to seek other local treatment services offering support;
h	preparing service users for substitute prescribing. This includes advice and written information about methadone, subutex, buprenorphine or other pharmacotherapy, alcohol use, the risks of overdose, drug interaction etc.;
i	enhancing the client's motivation and treatment readiness. Providing an induction process to help engagement and increase motivation, ideally based on structured

	and client-centred induction procedures;
j	ensuring service users have an individual, cross-agency care and recovery plan, drawn up between the service user, key worker and other agencies (where appropriate);
k	enhancing engagement in treatment and motivation for change, by paying special attention to good worker interpersonal skills;
l	working to improve service user confidence in treatment;
m	offering prescribing regimes that includes: <ul style="list-style-type: none"> - stabilisation; - reduction and detoxification regimes; and - long-term prescribing for harm minimization;
n	offering, or referral to, practical social support and other 'Re-integration Services' (e.g. housing, welfare benefits, legal advice and education, training and employment);
o	offering counselling or referral to appropriate services;
p	offering or referral to treatment programmes that have a health promotion and risk reduction element. This shall include advice on a range of issues including the prevention of drug-related death, overdose prevention, blood-borne infections, contraception and safer sex, nutrition etc.;
q	offering, or referral to, treatment programmes that tackle excessive and damaging levels of alcohol consumption;
r	providing HIV and hepatitis screening/testing and Hepatitis A and B immunisation, and monitoring the completion of immunisation courses and referring on to specialist services to coordinate and provide support for HCV treatment;
s	relapse prevention as a component of care for all services users;
t	referral for in-patient stabilisation, and crisis intervention programmes, when assessed as needed, to form part of a comprehensive recovery and care plan

	agreed across all relevant agencies;
u	referral for in-patient detoxification, abstinence-based day services and residential rehabilitation programmes, when assessed and agreed, following a community care assessment and when forming part of a comprehensive recovery and care plan, agreed across all relevant agencies, exception reports for all new clients not referred to the Day Programme Pathway;
v	referring service users, who are stabilised or who have achieved abstinence, to services that can provide appropriate support through further relapse preventions and social support including self-help and mutual aid groups, including SMART Recovery, Narcotics Anonymous (NA), Alcoholics Anonymous (AA);
w	re-engaging service users who have dropped out of treatment;
y	onsite supervised dispensing for service users with complex needs;
z	dose assessment;
aa	early identification of service users whose treatment could be more appropriately provided in a primary care setting;
ab	providing preparation and onward referral to primary care and other structured treatment services of service users no longer requiring specialist prescribing services in order to ensure a smooth transition of their treatment;
ac	responding to 'fast track referrals' from primary care of service users who need re-assessment, comprehensive assessment, or meet the eligibility criteria for Blackfriars CDAT;
ad	needle exchange;
ae	the following clinics, in conjunction with local agencies: Pregnancy Liaison; <ul style="list-style-type: none"> ○ Blenheim CDP shared care clinic; and ○ clinics within hostel settings;
af	psychological assessments and interventions;
ag	home visits;

ah	motivational interviewing and Motivation Milieu Therapy;
ai	Cognitive Behavioural Therapy;
aj	care planned counselling;
ak	controlled drinking;
al	Auricular Acupuncture;
am	Reflexology;
an	Shiatsu;
ao	art groups;
ap	women's groups;
aq	Yoga;
ar	Thai Head Massage;
as	relapse prevention medication; and
at	referral on to the Injectable Opioid Treatment Services, where appropriate.

The above list of service interventions is not intended to be comprehensive but is given as an indication only.

3.2.3 When the service user has completed their care plan, achieved abstinence or left the programme before completion, the Service will formally close their case,

Primary Care Alcohol Service

3.2.4 The Primary Care Alcohol Service has been developed to provide support with assessment, management and consultation to Southwark GP Practices. This includes assessment, managing community alcohol detoxes and providing brief and extended advice and structured psychosocial interventions for patients who are at an increasing and higher risk due to their alcohol use and those with more complex needs. The Service also provides a specialist nurse service at Foundation

66 which includes comprehensive assessment, advice and referral and an on-site alcohol detox service.

Consultancy and Advice

3.2.5 The consultancy and advice service shall provide telephone support to General Practice regarding treatment for substance mis-users during office hours, as part of the team duty system.

Training

3.2.6 The training that the Service will offer shall include:

- regular training to medical students;
- regular input to Year 2 and Year 5 medical student teaching;
- input into Protected Learning events held by the CCG; and
- training to social workers working in Children's and Adults' services in Southwark Council
- the development of and provision of local training campaigns related to relevant issues.

Guidelines for Good Practice

3.2.7 The Service shall aid the development of good practice by:

- providing support to the Local Authority, Clinical Commissioning Group and GP Practices who do not have in house protocols; and
- supporting the development of local guidelines, as requested by the Local Authority, Drug and Alcohol Action Team or Clinical Commissioning Group.

Locally Enhanced Services Scheme (LES)

3.2.8 The Service shall support the LES by:

- providing support to those GP Practices involved in substance misuse LES schemes, as required by the CCG and Local Authority; and
- reporting to the relevant commissioning bodies issues and concerns about poor standards of care and non-adherence to Clinical Guidelines within General Practice.

Service Development

3.2.9 The Service shall support the Local Authority, Drug and Alcohol Action Team, Clinical Commissioning Group, and other agencies, working as part of the wider primary health care team, to build local service capacity and in areas of the Borough currently not served or under-served by such provision.

Referral processes

3.2.10 Self-referrals shall be accepted, as well as referrals from: GPs; Antenatal Services; local hostels for homeless people; and dually diagnosed patients within Adult Mental Health services; and other service professionals across the treatment pathway.

Discharge processes

3.2.11 Departure planning, aftercare and support will be delivered with regard to local frameworks, in particular, local care pathways and care coordination protocols.

3.2.12 A departure plan will:

- define a specific set of actions that will progress or sustain the Service User's achievements to date;
- clearly define responsibility for carrying out actions; and
- be consistent with the broader care plan, as developed by the Service User's care coordinator.

3.2.13 A departure plan will be developed when:

- the Service User, counsellor and/or care coordinator are in agreement that the Service User has met the objectives defined in their CDAT care plan; or
- the Service User, counsellor and/or care coordinator are in agreement that the Service User's treatment and care needs would be better met by another provider, and that the provider and the Service User are agreeable to the transfer of the Service User; and
- a Service User chooses to leave the programme prior to its completion.

3.2.14 Once a decision is made to discharge a Service User, a supported transfer into a relevant alternative service/s is made, where appropriate. During this process, a graduated reduction in the Service User's contact with the Service is negotiated. This reduction in the intensity of servicing may end with telephone contact at intervals to ensure the Service User has maintained any gains.

3.2.15 Where the Service User's care is being transferred to another provider, Service User contact will not be terminated until the transfer has been completed to the

satisfaction of the Service User and both the referring and receiving agency. Throughout this process a harm minimisation approach must be adopted. The key worker will need to decide the level of harm minimisation information to impart, dependent on the Service User's circumstances and where they are in terms of their treatment journey. Particular reference shall be made to: overdose risk; safer injecting technique; tolerance levels; and general healthcare. In the majority of cases a three way meeting shall be held with the new provider.

Care pathway

3.2.17 Care and departure planning, aftercare and ongoing support will be delivered within relevant local frameworks, in particular local care pathways and care co-ordination protocols.

3.3 Population covered

3.3.1 The Service is provided for the population of NHS Southwark on the basis of GP registration. Some alcohol services may also be provided to non-Southwark residents who are registered with a GP within the Borough or in line with the conditions of responsibility set out in the Responsible Commissioner Guidance.

3.3.2 It is commissioned by NHS Southwark on behalf of the Southwark Council.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 Service users shall satisfy the following eligibility criteria:

- aged 18 and over;
- a resident of the London Borough of Southwark;
- have complex drug and/or alcohol misuse issues;
- have personal circumstances that are complex and high risk, and
- who need a specialist assessment to plan and deliver their care (the "Service Users").

3.4.2 Priority groups for the service will include, but are not limited to, people who:

- who have not responded to other treatment interventions;
- have not previously accessed structured treatment services;
- live in families where there are safeguarding concerns;
- are prison leavers with current or recent substance misuse problems;
- are prolific offenders with a history of substance misuse problems;
- are dependent on drug or alcohol use with complex psychological and/or physical needs who are unable to be treated in General Practice;
- use polysubstances, including: primary alcohol; crack; amphetamine; and cocaine powder use;
- have a significant alcohol dependency who need interventions for both alcohol and drug dependency;
- involved in high risk, injecting practices;
- have co-existing mental health and substance misuse problems (dual diagnosis);
- present with severe physical co-morbidity including, but not limited to, BBV and HIV symptomatic;
- require symptomatic treatment for drug related complex physical healthcare problems;
- are pregnant; and/or
- are currently, or have previously been, a survivor or perpetrator of Domestic Abuse.

Risk Management of Challenging Behaviour

- 3.4.3 The Service will work to clearly defined guidance when undertaking risk assessments that will help to reduce the incidence of challenging behaviour. The Service will aim to identify behaviour that exacerbates problematic Service User behaviour.
- 3.4.4 All efforts shall be made by the Service to engage and retain Service Users within the Service, when appropriate. However, from time to time it may be necessary to exclude a service user from the Service because they have breached the rules or have failed to comply with the treatment plan. Disciplinary action may need to be taken to protect staff, other Service Users, and to make the Service a safe and acceptable place for all Service Users who need to attend.
- 3.4.5 Service users may be excluded for the following reasons:
- repeated non-attendance at appointments;
 - violence or threats of violence to clients or staff;
 - suspicion of, or evidence of, dealing substances on the premises;
 - selling their prescription; or
 - double scripting.

3.4.6 The Service will work with clinicians, Probation, the Police, the Prison Service, Forensic Services, Social Services, and mental health teams, to develop a process that will support clinical staff continuing to manage challenging Service Users, with enhanced support for the Service User and staff. Assessments and key work sessions may be offered at police stations or probation offices, within the complex service provision with pre-agreed levels of staff, or at neighbouring services that can provide enhanced support to maintain a safe environment.

3.4.7 Prior to considering the exclusion of a Service User from the Service, if it is considered that the service user poses a serious risk to staff, other service users and/or members of the public, a professional risk assessment will be undertaken. The risk assessment will consider physical and mental health issues. As part of the process, all service users will be assessed by a doctor to decide whether the service user is physically and mentally fit for discharge.

3.4.8 All service users excluded from the Service who are receiving substitute treatment and for whom no arrangement can be made for them to receive their treatment elsewhere, will be given a detoxification prescription, the length of which will be decided by the multi-disciplinary team. All exclusion decisions shall be taken within a structure of service user's rights and responsibilities.

3.4.9 All service users who are the subject of exclusion from the Service:

- have the right to use the peer and professional Advocacy Service; and
- will be informed of the date that they will be able to re-access the Service.

3.5 Interdependence with other services/providers

3.5.1 A holistic approach is taken towards the management of substance misuse in Southwark. In practice, this means addressing the whole range of an individual's needs, including their general health, housing, offending, education, training and employment. Additionally, links will be developed with a range of non-substance misuse services to optimise engagement with any treatment naïve drug users accessing those services.

3.5.2 In consequence, a broad range of cross-agency work is likely to be undertaken with a number of non-substance misuse services including: specialist medical services; DWP; Supporting People; Child and Family Services; General Practitioners; Police; Probation; and Housing Services.

3.5.3 The Service will work with the Southwark Substance Misuse Service User Council to ensure service user input to the delivery of services. Also, all services will establish a forum in order to engage service users in discussions about service

planning and development.

- 3.5.4 The service will make use of the Borough peer mentor service and will also refer to the service.

Relevant networks and screening programmes

- 3.5.5 The Service will participate in, and contribute to, the following:

Primary Care Agencies

- support to GP Practices in the provision of substance misuse treatment interventions, working closely with the Local Authority, Clinical Commissioning Group, and the Southwark Treatment and Recovery Partnership within the Borough;
- the provision of advice, support and training to primary health care workers, regarding addiction problems; and

Consultancy and advice

- a duty system will operate daily to respond to people making referrals and/or who are seeking information and advice, including GPs.

Training, education, research and support activities

- 3.5.6 The service programme is subject to research and ongoing evaluation and shall be responsive in implementing new evidence based practice.

- 3.5.7 The Service will provide the following training:

- support to GP Trainee post (Homeless and Rootless Post – SLOVT's Vocational Training Scheme);
- regular input to the local GP training scheme and post registration GP scheme;
- regular input to Year 2 and Year 5 medical student teaching;
- bespoke training packages for practice staff, as required; and
- develop and provide local training campaigns related to relevant issues.

- 3.5.8 The Service will participate in and contribute to the following development and training programmes:

- work with the Royal College of General Practitioners on the National Drug Training Project for GPs with a Special Interest in working with substance misusers;

- Protected Learning events held by the CCG;
- bespoke training packages for practice staff, as required; and
- local training campaigns related to relevant issues.

3.5.8 The Service will provide ongoing help and support, as required, to the following:

Guidelines for Good Practice

- the CCG and GP Practices who do not have in house protocols; and
- local guidelines with the DAAT/CCG/Local Authority;

Locally Enhanced Services Scheme

- the Local Authority in its support to GP Practices providing substance misuse LES schemes; and
- the relevant bodies in reporting issues and concerns about poor standards of care and non-adherence to Clinical Guidelines within general practice;

Service Development

- the CCG, Local Authority and other agencies working as part of the wider primary health care team to build local service capacity and support service development; and

Trouble Shooting

- at the request of the CCG or Local Authority, to work intensely with GP Practices that are experiencing problems with their substance-misusing patients and, as necessary, to help them develop a plan to address the presenting issues.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 The Provider will have systems in place, as relevant and applicable, that ensure the Service is delivered in accordance with current and emerging practice

guidance issued by the Department of Health, Public Health England, The Home Office, the National Institute for Health and Clinical Excellence and by Professional bodies or organisations specialising in the field of substance misuse treatment including, but not restricted to: The Royal College of Physicians; British Psychological Society; SCAN - Specialist Clinical Addiction Network; Substance Misuse Management in General Practice; Royal College of General Practitioners; Association of Nurses in Substance Abuse; the Royal Pharmaceutical Society; Institute of Psychiatry; the Royal College of Nursing; the British Association of Social Workers; the Care Quality Commission; Monitor, and the Federation of Drug and Alcohol Professionals.

4.1.2 This includes but is not limited to:

- NICE Quality Standard for Drug Misuse Disorders (QS23) 2012
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the Management of Opioid Dependence)
- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions (commissioned by the National Treatment Agency (NTA) from the British Psychological Society (BPS))
- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 and update 2006
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)
- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of alcohol-related physical complications)
- NICE Clinical Guideline 115 (Alcohol use disorders: Diagnosis, assessment and management of harmful drinking and alcohol dependence)
- NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
- Good Practice in Harm Reduction
- NICE Public Health Guidance 18 (Needle and syringe programmes: providing people who inject drugs with injecting equipment)
- NICE Clinical Guidance 110 (Pregnancy and complex social factors: A model for service provision for pregnant women with complex social factors)
- The DIP operational handbook
- The Alcohol Arrest Referral guidelines
- Supporting and Involving Carers – Best Practice Guidance (NTA, 2008)

4.1.3 It is expected that staff attend training that is provided by the Drug and Alcohol Action Team.

National Institute for Health and Clinical Excellence (NICE)

4.1.5 The Provider shall also be fully compliant with all relevant NICE standards and guidelines relating to the delivery of Substance Misuse services, as appropriate.

4.1.6 NICE quality standards are a set of specific, concise statements and associated measures. They set out aspirational, but achievable, markers of high-quality, cost-effective patient care. NICE quality standards enable:

- **Health and social care professionals** to make decisions about care based on the latest evidence and best practice;
- **Patients and carers** to understand what service they should expect from their health and social care provider;
- **Service providers** to quickly and easily examine the clinical performance of their organisation and assess the standards of care they provide; and
- **Commissioners** to be confident that the services they are purchasing are high quality and cost effective.

4.1.7 The latest set of NICE quality standards for alcohol dependency and harmful alcohol use were published in August 2011, and details of them are given below. The Provider is required to apply these standards to the Service:

- Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol;
- Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice;
- People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment;
- People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff;

- Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures;
- Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures;
- Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support;
- People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities;
- People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance;
- People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance;
 - Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance;
 - Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy; and
 - People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

Public Health England

4.1.7 Public Health England has absorbed the functions of the National Treatment Agency (NTA). The NTA had produced an extensive range of good practice guidelines, and these are available both through Public Health England, and archived material from the NTA site. The Provider shall ensure that staff are familiar with all relevant guidelines and that they are incorporated into agency practice, as appropriate. Additional information is also available online, including

Building Recovery in Communities at <http://www.nta.nhs.uk/recovery.aspx>.

4.2 Applicable local standards

- 4.2.1 The Provider shall have in place all policies necessary for the effective and safe operation of the Service.
- 4.2.2 The Service Operational Manual, in conjunction with the SLaM NHS Trust Policy and Procedure, shall provide written guidance for all aspects of service provision and working.
- 4.2.3 Service User involvement shall comprise an integral part of service provision. Regular meetings shall be held within the Service to explore Service User views and to evaluate the Service. Service Users shall be encouraged to provide feedback to advocacy representatives and staff as regularly as possible. Southwark Service User Council will have at least one representative from the Community Drug Action Team.
- 4.2.4 The Service prescribing programmes shall be based on clearly defined protocols in line with the recommendations of the Drug Misuse and Dependence - UK guidelines on clinical management (DoH 2007) and other central and Trust guidance.
- 4.2.5 All medical detoxification protocols shall be based on controlled clinical treatment studies, carried out on the Service and published, and peer-reviewed academic journals.
- 4.2.6 The Service shall ensure that it remains safe and has clear protocols and policies on the use of alcohol and illicit drugs and violence.
- 4.2.7 The Service will monitor annually the diversity profiles of referrals received, including the Service Users entering the Service and the Service Users who successfully complete treatment, against the demographic profile of the substance misusing population in its catchment area and with the DAAT, CCG and Local Authority develop and implement procedures, in order to address any variances.
- 4.2.8 Service Users shall be provided with a fair and dignified service, irrespective of their ethnic/cultural background, gender, sexual orientation, employment status, religious beliefs, HIV/Hepatitis status or current drug treatment status.
- 4.2.9 Staff shall be competent at identifying Service Users who have children at risk from their substance misuse and refer to Social Services when appropriate, whilst at the same time seeking to maintain Service User trust.
- 4.2.10 The Service shall have written policies for all its services.
- 4.2.11 Prescribing services and community pharmacists shall have agreed systems and procedures in place relating to appropriate dispensing and supervision of consumption of controlled drugs as appropriate.
- 4.2.12 The Service shall have a written plan on how Service Users who drop out of treatment shall be encouraged to re-engage. Service Users shall be made aware of the policy and its implications, both in writing and verbally.
- 4.2.13 The Service shall adhere at all times to SLaM's general policies and protocols, including its drugs and alcohol policy in the workplace.

Response times and prioritisation

4.2.15 Response times and Service User prioritisation shall accord with National Standards.

Service User Feedback

4.2.16 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their "Relevant People") and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.

4.2.17 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.

4.2.18 The Provider shall ensure that a customer satisfaction survey of service users is completed annually.

Complaints

4.2.19 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints' procedure must be given to service users on commencement of the Service.

4.2.20 The Provider will make available to service users and their Relevant People details of the Commissioner's complaints procedure and how it may be used.

Secure Transfer of Information

4.2.21 NHS Southwark CCG and the Local Authority have responsibilities to their service users, patients, providers and other relevant parties to respect the confidentiality and sensitivity of information provided, in particular, when such data is covered by the Data Protection Act. Most emails are sent in a plain format. These are not encrypted (changed into a format that cannot be read unless a decode key is available) and travel via the public internet network. Emails transmitted over the internet cannot be guaranteed to be secure from interception or misdirection.

4.2.22 NHS Southwark CCG has decided that, in view of the potential risks, it requires its staff and any external party communicating with its staff, not to send confidential, sensitive or personal information by email outside the CCG without taking

appropriate security measures.

4.3.23 The CCG has chosen to use, in future, the secure email network: the Criminal Justice Secure e-mail network (CJSM), where the email is routed using secure connections, for ensuring that e-mails are sent securely.

4.2.24 The use of the Criminal Justice Secure E-mail service is fully explained on the Criminal Justice website: www.cjasm.cjit.gov.uk/, including instructions for other organisations on how to join the network.

4.2.25 If there is any reason why the Provider is unable to use the CJSM system for communicating with the Commissioner, it must advise the Commissioner immediately. The Commissioner and the Provider will then discuss and agree, if necessary, an alternative arrangement for exchanging information electronically.

Days/ hours of operation

4.2.26 The Service shall operate at the following times:

Day	Morning	Afternoon	Evening
Monday	08.30 – 13.00	13.00 – 18.00	Closed
Tuesday	08.30 – 13.00	Closed	17.00 – 20.00
Wednesday	08.30 – 13.00	13.00 – 18.00	Closed
Thursday	08.30 – 13.00	13.00 – 17.00	17.00 – 20.00
Friday	08.30 – 13.00	14.15 – 17.00	Closed

	Saturday	Closed	Closed	Closed	
	Sunday	Closed	Closed	Closed	

5. Applicable quality requirements

5.1 Applicable quality requirements

The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

The Provider's Premises are located at: 151, Blackfriars Road London SE1 8EL

A. Indicative Activity Plan

- KPI 1/. Percentage planned exits = 65%
- KPI 2/. Maintain 12 months effective engagement rates within 1% of the London average
- KPI 3/. Maintain effective treatment of new treatment journeys at 85%
- KPI 4/. Increase the number of within Partnership referrals to;
 - (i) Kappa (tbc)
 - (ii) Day programmes (tbc)
 - (ii) SMT (tbc)

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Minimum Data Set	The Service will submit quarterly data in line with the minimum data set to the Commissioner.	The data shall comply with NDTMS data reporting requirements and shall be provided no later than 3 weeks after the end of the respective quarter.		
Severe and Untoward Incidents (SUIs)	The Service shall forward to the Commissioner information on SUIs, prescribing and dispensing errors and 'near misses'.	Details of any and all SUIs shall be provided on a monthly basis		

Other Service Performance Data	Other Service monitoring data shall be supplied in accordance with the requirements stated in Southwark DAAT Quality Standards and Targets set.	Relevant data to be supplied as agreed between the Service and the Commissioner		
Prescribing Audits and Service Reviews and	Prescribing audits will be undertaken annually, and other service reviews will be undertaken, periodically as agreed between the Service and Commissioner.	Details of the results of the audits and service reviews to be supplied, as agreed between the Service and the Commissioner		
Service User Satisfaction Surveys	Service User satisfaction surveys shall be undertaken annually.	Details of the results of surveys to be supplied, as agreed between the Service and the Commissioner		
Stocks of safe injecting equipment	Participating services will be adequately stocked with a full range of safe injecting equipment for distribution to service users	All participating services to be adequately stocked.		
Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Service promotion	Participating pharmacists will display details of the Service in their windows	All participating pharmacists to display Service details.		
Community Pharmacy Needle Exchange Scheme Resource Pack	Participating services will have up-to-date copies of the Resource Pack	All participating services will have copies of the Resource Pack available.		
Staff skills and information	The staff of participating services will have the necessary skills and	The staff of all participating services will have the necessary skills and information.		

	information on the safe handling and disposal of the equipment dispensed through the needle exchange programme.			
Safe disposal equipment	The staff of participating services will have easy access to appropriate equipment for the safe disposal of used injecting equipment.	The staff of all participating services will have easy access to safe disposal equipment.	Service monitoring reports and discussions at six-monthly service monitoring meetings.	
Data collation	Data from participating services on the distribution and return of paraphernalia will be collated on a regular basis and forwarded to the Commissioner.	Data from all participating services shall be collated and submitted to the Commissioner monthly.		
Service monitoring information	The Provider shall submit monitoring information on the template agreed with the Commissioner.	(i) Performance management meetings and (ii) STaRP performance meetings with the other providers will be held on a quarterly basis.		
National Drug Treatment Monitoring System (NDTMS) information	The Provider shall submit NDTMS monitoring information through the DAT Information Officer	Information to be supplied as requested by the Commissioner.		

B. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_126770.pdf

C. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	£2,994,108
Total	£2,994,108

ii – Inpatient Addictions – Acute Assessment Unit

Service	Inpatient Addictions - Acute Assessment Unit
Commissioner Lead	Tanya Barrow, Community Safety Partnership Business Unit Manager, London Borough of Southwark
Provider Lead	Marina Frederick, Head of Clinical Pathways, Addictions Clinical Academic Group, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
<p>1.2 National/local context and evidence base</p> <p>1.1.1 The Service is provided to meet central, regional and local policy objectives to meet health care needs and tackle substance misuse-related crime, as defined in a key national strategies, including:</p> <ul style="list-style-type: none"> • The national drugs strategy - Reducing demand, restricting supply, building recovery: supporting people to live a drug free life⁶, as well as; • The alcohol harm reduction strategy for England, and⁷ • “Safe. Social. Sensible. The next steps in the national alcohol strategy”⁸ <p>1.1.2 The Service has been developed within the context of ‘Models of care for the treatment of adult drug misusers’⁹, and ‘Models of care for alcohol misusers’ (MoCAM)¹⁰, which have national service framework status.</p>

⁶ “Reducing demand, restricting supply, building recovery: supporting people to live a drug free life”, Home Office (December 2010)

⁷ “Alcohol harm reduction strategy for England”, Prime Minister’s Strategy Unit (2004)

⁸ “Safe. Sensible. Social. The next steps in the national alcohol strategy”, Department of Health, (2007)

⁹ “Models of care for the treatment of adult drug misusers: Update 2006”, National Treatment Agency for Substance Misuse (NTA), (2006)

1.1.3 For further evidence about the background to the development of current substance misuse services in Southwark, see the archived list of NTA documents at: <http://www.nta.nhs.uk/publications.aspx>

1.1.4 In practice the national strategies establish a two-pronged approach: meeting health needs and tackling drug-related crime.

1.1.6 Local priorities mirror the national goals of improving health and social outcomes, reducing crime and reducing the harm caused by drug and alcohol use to the individual and the community. The Service contributes to these priorities and the objectives set out in local strategic documentation, including:

- Building a healthier future together: Southwark's joint health and wellbeing strategy, 2013-14
- Working together to reduce the harm caused by alcohol: Southwark's Alcohol Strategy 2013-16
- Children and Young People's Plan 2013-16, Southwark's Children and Families Trust
- A fairer future for all 2011-2014, Southwark Council plan
- The best possible outcomes for Southwark people: Integrated plan and draft commissioning intentions, NHS Southwark Clinical Commissioning Group

1.1.6 The key points from the information we have on drug use in Southwark are:

- poly-substance misuse (i.e. combined use of crack cocaine and heroin) remains a significant issue in Southwark;
- prevalence estimates over the last three years show a reduction in the number of opiate and crack users (OCUs) in Southwark, and
- with a reduction in the estimates for prevalence of OCUs and a widening of the '95% confidence interval' for crack users it is now more difficult to
 - estimate the numbers of 'crack only' and 'opiate only' users
 - estimate the numbers of treatment naïve users by primary drug

¹⁰ "Models of care for alcohol misusers: Update 2006", Department of Health, (2006)

- there has been a significant rise locally in the number of people presenting with problematic drug use who are not opiate or crack users, so our provision needs to be flexible

1.1.8 In Southwark in 2009 there were an estimated 37,881 people (18 and over) drinking at increasing risk levels, 12,168 people (18 and over) drinking at higher risk and 6199 dependent drinkers (18 and over).

Risk	Men	Women
Lower risk	No more than three to four units per day on a regular basis and no more than 22 units per week	No more than two to three units per day on a regular basis and no more than 15 units per week
Increasing risk	More than three to four units per day on a regular basis	More than two to three units per day on a regular basis
Higher risk	More than eight units per day on a regular basis or more than 50 units per week	More than six units per day on a regular basis or more than 35 units per week

2. Outcomes

2.2 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	
Domain 1	Improving the wider determinants of health	

Domain 2	Health improvement - Successful completion of drug treatment	Yes
Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality	

2.2 Local defined outcomes

The key service outcomes of the Inpatients Acute Assessment Unit are to achieve the national goals and local priorities for drug and alcohol treatment services.

These are:

- improved long-term mental and physical health, well-being, and quality of life for people affected by substance (drug and alcohol) misuse;
- freedom from substance dependency;
- well-informed and supported families, children and young people, including but not limited to; improved relationships with family members, partners and friends, and the capacity to be an effective and caring parent;
- reduced substance misuse related crime, anti-social behaviour and re-offending;
- improved public health and reduced health inequalities in Southwark, including but not limited to; prevention of substance misuse related deaths and blood borne viruses;
- increased employment and reduced financial burden on local communities, including but not limited to; training, education and sustained employment;
- the ability to gain access to, and sustain, suitable accommodation; and
- reduced need and demand for public services amongst people who have had substance misuse problems.

3. Scope

3.1 Aims and objectives of service

- To provide a low threshold entry to Tier 4 treatment for the substance misusers in crisis. Tier 4 interventions are described in 'Models of Care' as including residential specialised drug treatment, which is care planned and

care coordinated to ensure continuity of care and aftercare.

- To provide care and treatment to those clients whose substance use needs cannot be met in the community.
- To provide the client with a clinically safe detoxification or stabilisation regime enabling a safe return to the community setting.
- To provide a high level of medical and nursing assessment, observation and intervention for physical, psychological and social needs responding with a defined individualised care event pathway for each client.
- To offer a range of treatment packages with complex substance use patterns and presentations.
- To assess, diagnose and implement care strategies for co-morbidity and dual diagnosis.
- To assess comprehensively 'risk' to the client with proactive risk management.
- To provide a highly specialised recovery orientated group and individual programme.
- To encourage, educate, motivate and enable realistic lifestyle changes.
- To work with referrers and local care managers to ensure appropriate support is in place following discharge. This may include community specialist services, rehabilitation units and/or general medicine follow-up.
- To offer and equip the client group with the relevant knowledge and skills, thereby reducing drug related harm and promoting health behaviour change.
- To respond rapidly to clients presenting in acute alcohol withdrawal in local accident and emergency departments
- To act as an integral part of the South London & Maudsley NHS Foundation Trust Addictions CAG providing a service to the London Borough of Southwark.

3.2 Service description/care pathway

3.2.1 This service is a 12 bedded Tier 4 service based at The Maudsley Hospital, Denmark Hill, Camberwell and is open 24 hours, 365 days a year. Admissions are usually arranged Monday to Friday, during office hours but can, in an emergency be accommodated, out with these times. The multi-disciplinary team comprises of doctors, nurses, clinical psychologists, drug and alcohol workers and administration staff.

3.2.2 The primary function of the unit is to offer a flexible, short stays for substance dependent clients, providing medically supervised prescribing, intensive assessment, care and treatment with brief intervention therapy to those clients who require stabilisation, reduction or detoxification from harmful substances. In

addition, the unit offers individual and group work focussing on harm reduction and relapse prevention

3.2.3 Visits to the service by non-professionals must be agreed in advance

Service model

Referral processes

3.2.4 In accordance with Models of Care and integrated pathways, all referrals are accepted from professional agencies e.g., non statutory and statutory specialist drug and alcohol agencies, GPs, general hospitals, probation, community mental health teams etc. In the case of non-substance misuse referrals, the referrer is advised to work in conjunction with their local specialist drug and alcohol community service/care management team in order to facilitate the appropriate preparation for admission and discharge. Self referrals are not accepted.

3.2.5 Acute Assessment Unit referrals must have funding authorized by the local authority clinical adviser before they are processed by the bed manager. The bed manager, consultant or team leader will liaise with the relevant multi-disciplinary team, referrer and client as appropriate.

3.2.6 The waiting time target for Tier 4 services is 3 weeks, exception reports will be given to the Borough lead and commissioner for those clients waiting longer than 6 weeks.

3.2.7 Regular liaison with all referrers/gatekeepers is required to provide updates on waiting list, service information, to identify local “fast-track” criteria and resolve any operational blocks into treatment.

3.2.8 The Bed Manager, Consultants and Clinical Liaison Lead also work in partnership

with other agencies to facilitate joint working and the transfer of clients between the SLaM and external agencies e.g. emergency departments, general hospitals, non statutory agencies.

3.2.9 Clients are only placed on an active waiting list when the local authority clinical adviser has authorised funding, and all the relevant information and discharge plans have been identified. If the outstanding information is not received within three weeks the referral will be cancelled and reactivated when the information is available.

3.2.10 Clients are encouraged to maintain contact with referrers and the bed manager on a regular basis where possible.

3.2.11 Admission dates will be offered verbally and in writing to referrers and clients.

3.2.12 Clients who do not attend for admission will be taken off the waiting list and referrer informed.

3.2.13 Clients will only be offered another date if contact is made by themselves/representative on the day of the failure to attend otherwise the referral will be cancelled.

Assessment

3.2.15 Each referral is assessed for eligibility, risk and processed by the AAU bed manager.

3.2.16 On admission, the client will undergo a full and comprehensive medical and nursing assessment using the Trust Patient Journey System Admission Assessment Tool.

- Clients will be clinically monitored by nursing and medical staff using addiction specific evidence based tools with bi weekly reviews by a consultant psychiatrist.
- Clients will have a physical examination and psychiatric assessment within the first 12 hours of admission
- Clients will have blood and urine samples taken as well as any other biochemical assessment required
- Clients will be risk assessed on referral and admission to the unit
- Child risk screen assessments will be completed within the first 12 hours of admission
- Following a period of assessment and in accordance with detoxification and or stabilisation protocols medically supervised prescribing is initiated.

3.2.17 In addition the unit will undertake assessments for any co-existing physical or psychological conditions, and provide appropriate intervention and/or referral to appropriate services

Care planning

3.2.18 The Trust Patient Journey System Admission Assessment Tool generates the initial care plans used.

3.2.19 All Addiction Recovery Care Plans:

- Are used in conjunction with the treatment contract of the unit.
- Set the goals of treatment and milestones to be achieved.
- Indicate the interventions planned and which professional is responsible for carrying out the interventions.

- Make explicit reference to risk management and identify the risk management plan and contingency plans.
- Identify information sharing and under what circumstances and to whom information should be shared.
- Reflect the culture and ethnic background of the client as well as their gender and sexual orientation.
- Each care plan will be signed by both the nurse and client and a copy offered to the client.
- Each client develops a set of care plans around their identified needs which includes realistic discharge planning.

3.2.20 Each care plan is developed with active participation of the client and regularly reviewed. Ongoing assessment will continue throughout the admission generating referrals/recommendations to other services where necessary.

Interventions etc.

In-Patient Stabilisation

3.2.21 Includes assessment over 24 -72 hour period of opiates and/or benzodiazepines. There is no maximum dose identified for stabilisation as long as the referring prescriber is in agreement to continue the prescribed dose.

3.2.22 Substitute opiate medication offered: methadone or buprenorphine.

3.2.23 Typically poly substance misusers may stabilise on one prescribed medication and reduce/detoxify from other substances during their admission.

3.2.24 A stabilisation admission is typically 5-7 days but may vary according to the clients' individual need.

In-Patient Detoxification

3.2.25 Includes 24 - 48 hour assessment followed by detoxification from opiates or benzodiazepines, length of stay will be dependent on dose. Alcohol dependent clients will be commenced on a medically assisted withdrawal regime on the day of admission.

3.2.26 Detoxification regimes are tailored according to individual needs and may vary in length. Alcohol only admission is typically 3 -10 days, drug reduction/detoxification admission typically 5 -14 days both may vary according to the clients' individual need and severity of dependence.

3.2.27 Detoxification prescribing includes methadone, lofexidine, buprenorphine, chlordiazepoxide, oxazepam and diazepam. Crack/ cocaine, GBL withdrawals are managed with short term sedative medication as necessary.

3.2.28 Clients are also offered the following interventions/activities:-

- Psychiatric assessment and treatment
- Physical examination and referral/treatment where appropriate
- Health Education
- Harm Minimisation
- Motivational Interviewing
- Relapse Prevention
- Recreational activities
- Occupational Therapy Assessment/activities - gym, art group, meditation etc.
- Peer support groups
- Narcotics and Alcoholics Anonymous
- Advocacy Service
- Individual psychological assessment and or intervention: bereavement, anger/stress management,
- User Forums

- 3.2.29 The Multi Disciplinary Team work to enhance client engagement in treatment and motivation for change by utilising interventions such as motivation interviewing and relapse prevention techniques, providing literature, education, advice and support in group or one-to-one sessions to set realistic goals.
- 3.2.30 The service programme includes health promotion and harm minimisation elements covering advice and training on a range of issues including prevention of drug related death, overdose prevention, blood borne infections, safer sex education, healthy lifestyle advice, complications of drug/alcohol misuse, and access to Hepatitis B advice and vaccination.
- 3.2.31 Client reviews are held twice weekly to which all relevant agencies are invited.
- 3.2.32 The service will facilitate and ensure that all clients are discharged to the most appropriate community service in order that their prescribing/counselling needs are met.
- 3.2.33 Clients who wish to become abstinent will be encouraged to be assessed for funding for day programme/residential rehabilitation prior to their admission to the AAU, where possible those clients with a rehabilitation placement will have a consecutive admission.
- 3.2.34 On discharge a fax containing a brief summary of the admission will be sent to the main referrer. A fuller summary with all relevant information/recommendations will be sent to the prescriber/ referrer within 7 working days.

Discharge process

3.2.35 For clients referred by specialist drug and alcohol agencies, discharge plans have already been discussed and agreed with the bed manager prior to admission. These arrangements include plans if voluntary or non voluntary discharge occurs. For those referred by non specialist agencies the bed manager or team leader will recommend action and/or encourage engagement with other agencies to enable safe and appropriate discharge plans to be made.

3.2.36 In the case of emergency admissions or if motivational changes are identified during the admission the service will ensure every step is taken to achieve the best possible outcome which may include extending their admission with funding authorisation and residential rehabilitation has been arranged.

3.2.37 Where clients decide to discharge themselves against medical advice the team will ensure that an assessment is carried out to determine whether the client is fit to be discharged including where necessary a full mental health assessment. If necessary the client will then be transferred to their local adult mental health services for further assessment and treatment.

3.2.38 The service will adhere to locally determined procedures to discharge and planning.

3.3 Population covered

The Service is provided for people aged 18 and over, who are either resident or, for people who have no fixed abode, are in receipt of benefits, in the London Borough of Southwark and have complex substance misuse needs.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 The service is not for:

- Anyone under the age of 18 years.
- Clients presenting with acute psychiatric/ physical morbidity.
- Clients who do not attend offered admission dates on two or more occasions.
- Clients who have been recently discharged from local services for violence and/or. threatening behaviour.
- Clients who have recently committed serious violent acts.
- Clients who refuse to agree to the unit treatment contract.
- Clients who refuse to stop all other substance use whilst under our care.

3.4.2 Clients will be asked to leave the unit immediately if they:

- Demonstrate threatening or violent behaviour toward any client or staff member;
- Attempt to deal, store or use any other substance which has not been prescribed and administered to them by the unit; or
- Refuse to provide a urine or breath sample within a specified time period.

3.4.3 Service Users who are considered for withdrawal of treatment will undergo a risk assessment, completed by a trained member of staff, who will ensure that the Service User does not pose a risk to themselves, staff or other service users.

3.4.4 Before a decision is taken to withdraw treatment from the service, all clinical information relating to the client will be considered. If there are any physical or mental health concerns relating identified, they will be assessed by a nurse and a doctor to ensure that the client is fit for discharge.

3.4.5 Any client who is withdrawn from inpatient treatment will be given advice and if appropriate, medication before being referred back to the appropriate services. During office hours the team will contact the referrer and also ensure a notification fax is sent within 5 hours of the withdrawal of treatment outlining the nature of the discharge and any relevant clinical information. The client will be advised to attend the referring service at the first available opportunity.

3.4.6 Whenever appropriate, the Provider will undertake work with Service Users excluded from the Service with the aim of re-engaging them either in the service or a more suitable service elsewhere.

3.5 Interdependence with other services/providers

- 3.5.1 The service is part of a wider system of care for drug and alcohol users across health, social care and criminal justice services and will work in partnership with these and/or services. The service will be represented at local governance and performance forums by clinical and non-clinical staff at an appropriate level.
- 3.5.2 During admission the client will be allocated an inpatient key worker who will ensure the client is assisted to complete all planned treatment goals within the inpatient setting referring to other more appropriate agencies as necessary. The inpatient key worker will communicate all relevant information to community services enabling the ongoing appropriate treatment to continue.
- 3.5.3 The service does not currently operate any sub-contractual arrangements.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 The Provider will have systems in place, as relevant and applicable, that ensure the Service is delivered in accordance with current and emerging practice guidance issued by the Department of Health, Public Health England, The Home Office, the National Institute for Health and Clinical Excellence and by Professional bodies or organisations specialising in the field of substance misuse treatment including, but not restricted to: The Royal College of Physicians; British Psychological Society; SCAN - Specialist Clinical Addiction Network; Substance Misuse Management in General Practice; Royal College of General Practitioners; Association of Nurses in Substance Abuse; the Royal Pharmaceutical Society; Institute of Psychiatry; the Royal College of Nursing; the British Association of Social Workers; Care Quality Commission; Monitor, and the Federation of Drug and Alcohol Professionals.

4.1.2 This includes but is not limited to:

- NICE Quality Standard for Drug Misuse Disorders (QS23) 2012
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the

Management of Opioid Dependence)

- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions (commissioned by the National Treatment Agency (NTA) from the British Psychological Society (BPS))
- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 and update 2006
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)
- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of alcohol-related physical complications)
- NICE Clinical Guideline 115 (Alcohol use disorders: Diagnosis, assessment and management of harmful drinking and alcohol dependence)
- NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
- Good Practice in Harm Reduction
- NICE Public Health Guidance 18 (Needle and syringe programmes: providing people who inject drugs with injecting equipment)
- NICE Clinical Guidance 110 (Pregnancy and complex social factors: A model for service provision for pregnant women with complex social factors)
- The DIP operational handbook
- The Alcohol Arrest Referral guidelines
- Supporting and Involving Carers – Best Practice Guidance (NTA, 2008)

NICE

4.1.4 The Provider shall also be fully compliant with all relevant NICE standards and guidelines relating to the delivery of Substance Misuse services, as appropriate.

4.1.5 NICE quality standards are a set of specific, concise statements and associated measures. They set out aspirational, but achievable, markers of high-quality, cost-effective patient care. NICE quality standards enable:

- **Health and social care professionals** to make decisions about care based on the latest evidence and best practice;
- **Patients and carers** to understand what service they should expect from their health and social care provider;
- **Service providers** to quickly and easily examine the clinical performance of their organisation and assess the standards of care they provide; and

- **Commissioners** to be confident that the services they are purchasing are high quality and cost effective.

4.1.6 The latest set of NICE quality standards for alcohol dependency and harmful alcohol use were published in August 2011, and details of them are given below. The Provider is required to apply these standards to the Service:

- Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol;
- Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice;
- People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment;
- People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff;
- Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures;
- Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures;
- Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support;
- People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities;
- People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance;
- People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance;
- Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance;
- Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy; and
- People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

Public Health England

4.1.7 Public Health England has absorbed the functions of the National Treatment Agency (NTA). The NTA had produced an extensive range of good practice guidelines, and these are available both through Public Health England, and archived material from the NTA site. The Provider shall ensure that staff are familiar with all relevant guidelines and that they are incorporated into agency practice, as appropriate. Additional information is also available online, including

Building Recovery in Communities at <http://www.nta.nhs.uk/recovery.aspx>.

4.2 Applicable local standards

4.2.1 The Provider shall have in place all policies necessary for the effective and safe operation of the Service, including but not limited to those set out in the Southwark DAAT Quality Standards and Targets.

4.2.2 The Service Operational Manual in conjunction with the SLaM NHS Trust Policy and Procedure shall provide written guidance for all aspects of service provision and working.

4.2.3 Service User involvement shall comprise an integral part of service provision. Regular meetings shall be held within the Service to explore Service User views and to evaluate the Service. Service Users shall be encouraged to provide feedback to advocacy representatives and staff as regularly as possible.

4.2.4 The Service prescribing programmes shall be based on clearly defined protocols in line with the recommendations of the Drug Misuse and Dependence - UK guidelines on clinical management (DoH 2007) and other central and Trust guidance.

4.2.5 All medical detoxification protocols shall be based on controlled clinical treatment studies, carried out on the Service and published, and peer-reviewed academic journals.

4.2.6 The Service shall ensure that it remains safe and has clear protocols and policies on the use of alcohol and illicit drugs and violence.

4.2.7 In accordance with the Southwark DAAT Quality Standards and Targets, the Service will monitor annually the diversity profiles of referrals received, including the Service Users entering the Service, and the Service Users who successfully complete treatment, against the demographic profile of the substance misusing population in its catchment area, and, with the Local Authority, DAAT and CCG develop and implement procedures, in order to address any variances.

4.3.9 Service Users shall be provided with a fair and dignified service, irrespective of their ethnic/cultural background, gender, sexual orientation, employment status, religious beliefs, HIV/Hepatitis status or current drug treatment status.

4.3.10 Staff shall be competent at identifying Service Users who have children at risk from their substance misuse and refer to Children's and Adults' Services in Southwark Council when appropriate, whilst at the same time seeking to maintain Service User trust.

4.3.11 The Service shall have written policies and shared care arrangements for all its services.

4.3.12 Prescribing services shall have agreed systems and procedures in place relating to appropriate dispensing and supervision of consumption of controlled drugs as appropriate.

4.3.13 The Service shall have a written plan on how Service Users who drop out of treatment shall be encouraged to re-engage. Service Users shall be made aware of the policy and its implications, both in writing and verbally.

4.3.14 The Service shall adhere at all times to SLAM's general policies and protocols, including its drugs and alcohol policy in the workplace.

Response times and prioritisation

4.3.15 An acknowledgement of receipt of a written referral will be given within one working day. All clients are expected to access treatment within 3 weeks and the table below outlines the specific national performance expectations for waiting times.

Waiting Times from Referral to Service Commencement for each Element of the Service

Maximum waiting times from referral to service commencement for each element of the service is three weeks.

Service User Feedback

4.3.16 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their "Relevant People") and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.

4.3.17 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.

4.3.18 The Provider shall ensure that a customer satisfaction survey of service users is completed annually.

Complaints

4.3.19 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints' procedure must be given to service users on commencement of the Service.

4.3.20 The Provider will make available to service users and their Relevant People details of the Commissioner's complaints procedure and how it may be used.

Secure Transfer of Information

4.3.21 NHS Southwark CCG and Southwark Council have responsibilities to their service users, patients, providers and other relevant parties to respect the confidentiality and sensitivity of information provided, in particular, when such data is covered by the Data Protection Act. Most emails are sent in a plain format. These are not encrypted (changed into a format that cannot be read unless a decode key is available) and travel via the public internet network. Emails transmitted over the internet cannot be guaranteed to be secure from interception or misdirection.

4.3.22 NHS Southwark CCG has decided that, in view of the potential risks, it requires its staff and any external party communicating with its staff, not to send confidential, sensitive or personal information by email outside the CCG without taking appropriate security measures.

4.3.23 The CCG has chosen to use, in future, the secure email network: the Criminal Justice Secure e-mail network (CJSM), where the email is routed using secure connections, for ensuring that e-mails are sent securely.

4.2.24 The use of the Criminal Justice Secure E-mail service is fully explained on the Criminal Justice website: www.cjsm.cjit.gov.uk/, including instructions for other organisations on how to join the network.

4.2.25 If there is any reason why the Provider is unable to use the CJSM system for communicating with the Commissioner, it must advise the Commissioner immediately. The Commissioner and the Provider will then discuss and agree, if necessary, an alternative arrangement for exchanging information electronically.

Days/ hours of operation

4.2.26 This Tier 4 service is based at The Maudsley Hospital, Denmark Hill, Camberwell and is open 24 hours, 365 days a year. Admissions are arranged Monday to Friday during office hours. Emergency admissions can be offered outside these hours. Visiting from non professionals must be agreed in advance.

4.2.27 The Provider shall provide a comprehensive service all year round, except on bank holidays. The service shall remain open between Christmas and the New Year.

5. Applicable quality requirements

5.2 The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

The Provider's Premises are located at: The Maudsley Hospital, Denmark Hill,

London, SE5 8AZ

C. Indicative Activity Plan

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Minimum Data Set	The Service will submit quarterly data in line with the minimum data set to the Commissioner.	The data shall comply with NDTMS data reporting requirements and shall be provided no later than 3 weeks after the end of the respective quarter.		
Severe and Untoward Incidents (SUIs)	The Service shall forward to the Commissioner information on SUIs, prescribing and dispensing errors and 'near misses'.	Details of any and all SUIs shall be provided to the Commissioner as soon as possible within office hours.		
Other Service Performance Data	Other Service monitoring data shall be supplied in accordance with the requirements stated in Southwark DAAT Quality Standards and Targets set.	Relevant data to be supplied as agreed between the Service and the Commissioner		
Service User Satisfaction Surveys	Service User satisfaction surveys shall be undertaken annually.	Details of the results of surveys to be supplied, as agreed between the Service and the Commissioner		
Service monitoring information	The Provider shall submit monitoring information on the template agreed with the Commissioner.	The Commissioner receives monthly OBD and financial reports from SLAM		

B. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_126770.pdf

C. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	£104,475.
Total	£104,475.

This budget provides for provision up to 253 Occupied Bed Days for the 2013-14 year.

All placements into the service require approval from the clinical advisor for this service within the Substance Misuse team at Southwark Council as at paragraphs 3.2.5 and 3.2.9.

As such, the local authority clinical advisor will make a decision to place service users over this threshold based on clinical need.

2013/14 Occupied Bed Day costs for clients placed above this threshold, for alcohol and drug detox/stabilisation are £413.

Occupied Bed Days above this threshold will only be allocated upon the written instruction of the local authority commissioning team (Community Safety) who will be resourcing the service. The cost of additional usage above the threshold will be set out clearly to the Clinical Commissioning Group, in order for reconciliation to take place between the local authority and clinical commissioning group of any additional payments required.

iii) – Injectable opiates

Service	Injectable opiates - supervised injecting clinic
Commissioner Lead	Tanya Barrow, Community Safety Partnership Service Business Unit Manager, London Borough of Southwark
Provider Lead	Marina Frederick, Head of Clinical Pathways Addictions Clinical Academic Group, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
<p>1.3 National/local context and evidence base</p> <p>1.1.1 The Service is provided to meet central, regional and local policy objectives to meet health care needs and tackle substance misuse-related crime, as defined in a key national strategies, including:</p> <ul style="list-style-type: none"> • The national drugs strategy - Reducing demand, restricting supply, building recovery: supporting people to live a drug free life¹¹, as well as; • The alcohol harm reduction strategy for England, and¹² • “Safe. Social. Sensible. The next steps in the national alcohol strategy”¹³ <p>1.1.2 The Service has been developed within the context of ‘Models of care for the treatment of adult drug misusers’¹⁴, and ‘Models of care for alcohol misusers’ (MoCAM)¹⁵, which have national service framework status.</p>

¹¹ “Reducing demand, restricting supply, building recovery: supporting people to live a drug free life”, Home Office (December 2010)

¹² “Alcohol harm reduction strategy for England”, Prime Minister’s Strategy Unit (2004)

¹³ “Safe. Sensible. Social. The next steps in the national alcohol strategy”, Department of Health, (2007)

¹⁴ “Models of care for the treatment of adult drug misusers: Update 2006”, National Treatment Agency for Substance Misuse (NTA), (2006)

1.1.3 For further evidence about the background to the development of current substance misuse services in Southwark, see the archived list of NTA documents at: <http://www.nta.nhs.uk/publications.aspx>

1.1.4 In practice the national strategies establish a two-pronged approach: meeting health needs and tackling drug-related crime.

1.1.7 Local priorities mirror the national goals of improving health and social outcomes, reducing crime and reducing the harm caused by drug and alcohol use to the individual and the community. The Service contributes to these priorities and the objectives set out in local strategic documentation, including:

- Building a healthier future together: Southwark's joint health and wellbeing strategy, 2013-14
- Working together to reduce the harm caused by alcohol: Southwark's Alcohol Strategy 2013-16
- Children and Young People's Plan 2013-16, Southwark's Children and Families Trust
- A fairer future for all 2011-2014, Southwark Council plan
- The best possible outcomes for Southwark people: Integrated plan and draft commissioning intentions, NHS Southwark Clinical Commissioning Group

1.1.6 The key points from the information we have on drug use in Southwark are:

- poly-substance misuse (i.e. combined use of crack cocaine and heroin) remains a significant issue in Southwark;
- prevalence estimates over the last three years show a reduction in the number of opiate and crack users (OCUs) in Southwark, and

¹⁵ "Models of care for alcohol misusers: Update 2006", Department of Health, (2006)

- with a reduction in the estimates for prevalence of OCU and a widening of the '95% confidence interval' for crack users it is now more difficult to
 - estimate the numbers of 'crack only' and 'opiate only' users
 - estimate the numbers of treatment naïve users by primary drug
 - there has been a significant rise locally in the number of people presenting with problematic drug use who are not opiate or crack users, so our provision needs to be flexible

1.1.7 In Southwark in 2009 there were an estimated 37,881 people (18 and over) drinking at increasing risk levels, 12,168 people (18 and over) drinking at higher risk and 6199 dependent drinkers (18 and over).

Risk	Men	Women
Lower risk	No more than three to four units per day on a regular basis and no more than 22 units per week	No more than two to three units per day on a regular basis and no more than 15 units per week
Increasing risk	More than three to four units per day on a regular basis	More than two to three units per day on a regular basis
Higher risk	More than eight units per day on a regular basis or more than 50 units per week	More than six units per day on a regular basis or more than 35 units per week

2. Outcomes

2.3 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	
Domain 1	Improving the wider determinants of health	
Domain 2	Health improvement	Yes

	- Successful completion of drug treatment	
Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality	

2.2 Local defined outcomes

The service shall aim to achieve the national goals and local priorities for drug and alcohol treatment services. These are:

- improved long-term mental and physical health, well-being, and quality of life for people affected by substance (drug and alcohol) misuse;
- freedom from substance dependency;
- well-informed and supported families, children and young people, including but not limited to; improved relationships with family members, partners and friends, and the capacity to be an effective and caring parent;
- reduced substance misuse related crime, anti-social behaviour and re-offending;
- improved public health and reduced health inequalities in Southwark, including but not limited to; prevention of substance misuse related deaths and blood borne viruses;
- increased employment and reduced financial burden on local communities, including but not limited to; training, education and sustained employment;
- the ability to gain access to, and sustain, suitable accommodation; and
- reduced need and demand for public services amongst people who have had substance misuse problems.

3. Scope

3.1 Aims and objectives of service

3.1.1. The aims of the service shall be:

- to maximize each patients capacity for recovery and social reintegration;
- to improve the health and well-being of participants;
- to strengthen the treatment system by providing an appropriate approach to the most difficult patients;

- to provide the service in line with the specified Quality Standards;
- to operate within Trust Policies and Procedures as set out in the contract;
- to provide the service in a manner which respects the individuality, ethnicity and gender of the service user;

3.1.2 The objectives for the service are:

- Titration – dose titration and monitoring to achieve a dose of oral and/or injectable medication at which additional use of illicit heroin is rare or non-existent;
- Stabilisation – attention to other drug use, sometimes including selective withdrawal, attention to housing and vocational issues;
- Review of management of co-existing mental health problems which persist or emerge after stabilisation;
- Assessment and management of physical health problems; and
- Safety – monitoring and education in relation to injecting techniques, education about risk factors and management of overdose.

3.2 Service description/care pathway

3.2.1 The supervised injectable clinic provides comprehensive assessment of patients referred from other services on the grounds of failing to respond to enhanced treatment. Where appropriate and agreed, suitable patients are inducted onto Injectable Opioid Treatment (IOT) and the process of pharmacological and psychosocial stabilisation is undertaken, through intensive key working, medical and psychological review and attention to co-morbidities, and dose titration.

3.2.2 Following treatment stabilisation or cessation, the Service will liaise with local CDAT to ensure the patient will have a smooth transfer to local services for maintained support and if necessary prescribing.

3.3 Population covered

3.3.1 The supervised injecting clinic is open to any patient over the age of 21 years living within a reasonable geographical distance to ensure daily access to the clinic, who has been in Opioid Substitution Treatment for at least 6 months and has failed to respond to enhanced treatment, and whose clinical team makes a

referral.

3.3.2 Patients unable to readily attend the clinic daily for supervised injecting are not eligible for treatment in this clinic, however advice and support can be given to local teams to provide this treatment

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 Service users shall satisfy the following eligibility criteria:

- 21 years of age or above;
- opiate dependent;
- six or more year history of injecting heroin;
- daily injecting heroin use in the past six months, despite already receiving opiate substitution treatment;
- continuous methadone or buprenorphine treatment for at least two years, and for at least six months this episode;
- ability and willingness to attend the clinic up to twice a day, seven days a week.

3.4.2 All referrals to specialist services require prior approval from the relevant funding body.

3.4.3 People will not be eligible for the service if they:

- have a significant medical or psychiatric condition;
- have severe alcohol dependence;
- misuse Benzodiazepine in an erratic manner; or
- are pregnant

3.4.4 During assessment, if it becomes apparent that the patient is primarily dependent on alcohol, or benzodiazepines, rather than heroin, they will not be taken into injectable treatment.

3.5 Interdependence with other services/providers

The service is part of a wider system of care for drug and alcohol users across health, social care and criminal justice services and will work in partnership

with these and services provided through community mental health teams, general practices, pharmacies, hospitals etc.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 The Provider will have systems in place, as relevant and applicable, that ensure the Service is delivered in accordance with current and emerging practice guidance issued by the Department of Health, Public Health England, The Home Office, the National Institute for Health and Clinical Excellence and by Professional bodies or organisations specialising in the field of substance misuse treatment including, but not restricted to: The Royal College of Physicians; British Psychological Society; SCAN - Specialist Clinical Addiction Network; Substance Misuse Management in General Practice; Royal College of General Practitioners; Association of Nurses in Substance Abuse; the Royal Pharmaceutical Society; Institute of Psychiatry; the Royal College of Nursing; the British Association of Social Workers; the Care Quality Commission; Monitor, and the Federation of Drug and Alcohol Professionals.

4.1.2 This includes but is not limited to:

- NICE Quality Standard for Drug Misuse Disorders (QS23) 2012
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the Management of Opioid Dependence)
- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions (commissioned by the National Treatment Agency (NTA) from

the British Psychological Society (BPS))

- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 and update 2006
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)
- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of alcohol-related physical complications)
- NICE Clinical Guideline 115 (Alcohol use disorders: Diagnosis, assessment and management of harmful drinking and alcohol dependence)
 - NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
 - Good Practice in Harm Reduction
 - NICE Public Health Guidance 18 (Needle and syringe programmes: providing people who inject drugs with injecting equipment)
 - NICE Clinical Guidance 110 (Pregnancy and complex social factors: A model for service provision for pregnant women with complex social factors)
 - The DIP operational handbook
 - The Alcohol Arrest Referral guidelines
 - Supporting and Involving Carers – Best Practice Guidance (NTA, 2008)

4.1.4 It is expected that staff attend training that is provided by the Drug and Alcohol Action Team.

National Institute for Health and Clinical Excellence (NICE)

4.1.4 The Provider shall also be fully compliant with all relevant NICE standards and guidelines relating to the delivery of Substance Misuse services, as appropriate.

4.1.5 NICE quality standards are a set of specific, concise statements and associated measures. They set out aspirational, but achievable, markers of high-quality, cost-effective patient care. NICE quality standards enable:

- **Health and social care professionals** to make decisions about care based on the latest evidence and best practice;
- **Patients and carers** to understand what service they should expect from their health and social care provider;
- **Service providers** to quickly and easily examine the clinical performance

of their organisation and assess the standards of care they provide; and

- **Commissioners** to be confident that the services they are purchasing are high quality and cost effective.

4.1.7 The latest set of NICE quality standards for alcohol dependency and harmful alcohol use were published in August 2011, and details of them are given below. The Provider is required to apply these standards to the service:

- Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol;
- Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice;
- People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment;
- People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff;
- Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures;
- Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures;
- Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support;
- People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities;
- People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance;
- People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance;
- Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance;
- Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy; and,
- People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

Public Health England

4.1.7 Public Health England has absorbed the functions of the National Treatment Agency (NTA). The NTA had produced an extensive range of good practice guidelines, and these are available both through Public Health England, and archived material from the NTA site. The Provider shall ensure that staff are familiar with all relevant guidelines and that they are incorporated into agency practice, as appropriate. Additional information is also available online, including

Building Recovery in Communities at <http://www.nta.nhs.uk/recovery.aspx>.

4.2 Applicable local standards

4.2.14 The Provider shall have in place all policies necessary for the effective and safe operation of the Service.

4.2.15 The Service Operational Manual, in conjunction with the SLaM NHS Trust Policy and Procedure, shall provide written guidance for all aspects of service provision and working.

4.2.16 Service User involvement shall comprise an integral part of service provision. Regular meetings shall be held within the Service to explore Service User views and to evaluate the Service. Service Users shall be encouraged to provide feedback to advocacy representatives and staff as regularly as possible. Southwark Service User Council will have at least one representative from the Community Drug Action Team.

4.2.17 The Service prescribing programmes shall be based on clearly defined protocols in line with the recommendations of the Drug Misuse and Dependence - UK guidelines on clinical management (DoH 2007) and other central and Trust guidance.

4.2.18 All medical detoxification protocols shall be based on controlled clinical treatment studies, carried out on the Service and published, and peer-reviewed academic journals.

4.2.19 The Service shall ensure that it remains safe and has clear protocols and policies on the use of alcohol and illicit drugs and violence.

4.2.20 The Service will monitor annually the diversity profiles of referrals received, including the Service Users entering the Service and the Service Users who successfully complete treatment, against the demographic profile of the substance misusing population in its catchment area and with the DAAT, CCG and Local Authority develop and implement procedures, in order to address any

variances.

- 4.2.21 Service Users shall be provided with a fair and dignified service, irrespective of their ethnic/cultural background, gender, sexual orientation, employment status, religious beliefs, HIV/Hepatitis status or current drug treatment status.
- 4.2.22 Staff shall be competent at identifying Service Users who have children at risk from their substance misuse and refer to Social Services when appropriate, whilst at the same time seeking to maintain Service User trust.
- 4.2.23 The Service shall have written policies for all its services.
- 4.2.24 Prescribing services and community pharmacists shall have agreed systems and procedures in place relating to appropriate dispensing and supervision of consumption of controlled drugs as appropriate.
- 4.2.25 The Service shall have a written plan on how Service Users who drop out of treatment shall be encouraged to re-engage. Service Users shall be made aware of the policy and its implications, both in writing and verbally.
- 4.2.26 The Service shall adhere at all times to SLAM's general policies and protocols, including its drugs and alcohol policy in the workplace.

Response times and prioritisation

- 4.2.15 Response times and Service User prioritisation shall accord with National Standards.

Service User Feedback

- 4.2.16 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their "Relevant People") and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.
- 4.2.17 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.
- 4.2.18 The Provider shall ensure that a customer satisfaction survey of service users is completed annually.

Complaints

- 4.2.19 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints' procedure must be

given to service users on commencement of the Service.

- 4.2.20 The Provider will make available to service users and their Relevant People details of the Commissioner's complaints procedure and how it may be used.

Secure Transfer of Information

- 4.2.21 NHS Southwark CCG and the Local Authority have responsibilities to their service users, patients, providers and other relevant parties to respect the confidentiality and sensitivity of information provided, in particular, when such data is covered by the Data Protection Act. Most emails are sent in a plain format. These are not encrypted (changed into a format that cannot be read unless a decode key is available) and travel via the public internet network. Emails transmitted over the internet cannot be guaranteed to be secure from interception or misdirection.

- 4.2.22 NHS Southwark CCG has decided that, in view of the potential risks, it requires its staff and any external party communicating with its staff, not to send confidential, sensitive or personal information by email outside the CCG without taking appropriate security measures.

- 4.3.23 The CCG has chosen to use, in future, the secure email network: the Criminal Justice Secure e-mail network (CJSM), where the email is routed using secure connections, for ensuring that e-mails are sent securely.

- 4.2.24 The use of the Criminal Justice Secure E-mail service is fully explained on the Criminal Justice website: www.cjism.cjit.gov.uk/, including instructions for other organisations on how to join the network.

- 4.2.25 If there is any reason why the Provider is unable to use the CJSM system for communicating with the Commissioner, it must advise the Commissioner immediately. The Commissioner and the Provider will then discuss and agree, if necessary, an alternative arrangement for exchanging information

electronically.

Days/ hours of operation

4.2.26 Service operates on Monday to Sunday 08.45 – 16.30 pm with a clinic in the morning and afternoon.

5. Applicable quality requirements and CQUIN goals

5.3 Applicable quality requirements

The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

6.1 **The Provider's Premises are located at:** The AAU Annex, Maudsley Hospital, Denmark Hill, London, SE5 8AZ.

6.2. **The Service is also provided at a satellite clinic within CDAT, located at:** 151, Blackfriars Road, London, SE1 8EL.

D. Indicative Activity Plan

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Minimum Data Set	The Service will submit quarterly data in line with the minimum data set to the Commissioner.	The data shall comply with NDTMS data reporting requirements and shall be provided no later than 3 weeks after the end of the respective quarter.		
Severe and Untoward Incidents (SUIs)	The Service shall forward to the Commissioner information on SUIs, prescribing and dispensing errors and 'near misses'.	Details of any and all SUIs shall be provided to the Commissioner as soon as possible, within office hours.		
Other Service Performance Data	Other Service monitoring data shall be supplied in accordance with the requirements stated in Southwark DAAT Quality Standards and Targets set.	Relevant data to be supplied as agreed between the Service and the Commissioner		
Service User Satisfaction Surveys	Service User satisfaction surveys shall be undertaken annually.	Details of the results of surveys to be supplied, as agreed between the Service and the Commissioner		
Service monitoring information	The Provider shall submit monitoring information on the template agreed with the Commissioner.	The Commissioner receives quarterly monitoring reports and service information		

E. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/215591/dh_126770.pdf

C. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	£80,005.00
Total	£80,005.00

iv) – Specialist Outpatient Services

Service	Addictions – Complex Case Outpatient Services
Commissioner Lead	Tanya Barrow, Community Safety Partnership Service Business Unit Manager, London Borough of Southwark
Provider Lead	Marina Frederick – Head of Clinical Pathways Addictions Clinical Academic Group, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
<p>1.4 National/local context and evidence base</p> <p>1.1.1 The Service is provided to meet central, regional and local policy objectives to meet health care needs and tackle substance misuse-related crime, as defined in a key national strategies, including:</p> <ul style="list-style-type: none"> • The national drugs strategy - Reducing demand, restricting supply, building recovery: supporting people to live a drug free life¹⁶, as well as; • The alcohol harm reduction strategy for England, and¹⁷ • “Safe. Social. Sensible. The next steps in the national alcohol strategy”¹⁸ <p>1.1.2 The Service has been developed within the context of ‘Models of care for the treatment of adult drug misusers’¹⁹, and ‘Models of care for alcohol misusers’ (MoCAM)²⁰, which have national service framework status.</p>

¹⁶ “Reducing demand, restricting supply, building recovery: supporting people to live a drug free life”, Home Office (December 2010)

¹⁷ “Alcohol harm reduction strategy for England”, Prime Minister’s Strategy Unit (2004)

¹⁸ “Safe. Sensible. Social. The next steps in the national alcohol strategy”, Department of Health, (2007)

¹⁹ “Models of care for the treatment of adult drug misusers: Update 2006”, National Treatment Agency for Substance Misuse (NTA), (2006)

1.1.3 For further evidence about the background to the development of current substance misuse services in Southwark, see the archived list of NTA documents at: <http://www.nta.nhs.uk/publications.aspx>

1.1.4 In practice the national strategies establish a two-pronged approach: meeting health needs and tackling drug-related crime.

1.1.8 Local priorities mirror the national goals of improving health and social outcomes, reducing crime and reducing the harm caused by drug and alcohol use to the individual and the community. The Service contributes to these priorities and the objectives set out in local strategic documentation, including:

- Building a healthier future together: Southwark's joint health and wellbeing strategy, 2013-14
- Working together to reduce the harm caused by alcohol: Southwark's Alcohol Strategy 2013-16
- Children and Young People's Plan 2013-16, Southwark's Children and Families Trust
- A fairer future for all 2011-2014, Southwark Council plan
- The best possible outcomes for Southwark people: Integrated plan and draft commissioning intentions, NHS Southwark Clinical Commissioning Group

1.1.6 The key points from the information we have on drug use in Southwark are:

- poly-substance misuse (i.e. combined use of crack cocaine and heroin) remains a significant issue in Southwark;
- prevalence estimates over the last three years show a reduction in the number of opiate and crack users (OCUs) in Southwark, and
- with a reduction in the estimates for prevalence of OCUs and a widening of the '95% confidence interval' for crack users it is now more difficult to
 - estimate the numbers of 'crack only' and 'opiate only' users
 - estimate the numbers of treatment naïve users by primary drug

²⁰ "Models of care for alcohol misusers: Update 2006", Department of Health, (2006)

- there has been a significant rise locally in the number of people presenting with problematic drug use who are not opiate or crack users, so our provision needs to be flexible

1.1.9 In Southwark in 2009 there were an estimated 37,881 people (18 and over) drinking at increasing risk levels, 12,168 people (18 and over) drinking at higher risk and 6199 dependent drinkers (18 and over).

Risk	Men	Women
Lower risk	No more than three to four units per day on a regular basis and no more than 22 units per week	No more than two to three units per day on a regular basis and no more than 15 units per week
Increasing risk	More than three to four units per day on a regular basis	More than two to three units per day on a regular basis
Higher risk	More than eight units per day on a regular basis or more than 50 units per week	More than six units per day on a regular basis or more than 35 units per week

2. Outcomes

2.4 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	
Domain 1	Improving the wider determinants of health	
Domain 2	Health improvement - Successful completion of drug treatment	Yes
Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality	

2.2 Local defined outcomes

Complex Case Drug Outpatient Service

2.2.1 The service will aim to achieve the following outcomes:

- extensive report and clear treatment recommendations;
- harm reduction;
- improvements in the quality of life;
- a reduction of physical, psychological and social damage caused by substance misuse; and
- a reduction/cessation of the use of illicit substances.

Party Drug Service

2.2.2 The service will aim to achieve the following outcomes:

- extensive report and clear treatment recommendations provided to local health care professionals with ongoing telephone support;
- patients complete a safe and medically assisted withdrawal regime under the supervision of a specialist consultant psychiatrist;
- harm reduction;
- a reduction of physical, psychological and social damage caused by substance misuse; and
- a reduction/cessation of the use of illicit substances.

Complex Case Alcohol Outpatient Service

2.2.2 The service will aim to achieve the following outcomes:

- extensive report and clear treatment recommendations;
- harm reduction;
- improvements in the patient's quality of life;
- an increased ability to return to work;
- a reduction of physical, psychological and social damage caused by alcohol misuse; and
- a reduction/cessation of the use of alcohol, and or other substances.

3. Scope

3.1 Aims and objectives of service

Complex Case Drug Service

3.1.1 The aim of the service is to support primary care and secondary services by providing highly specialised assessment and management of special or complex cases of drug dependence including prescribed drug dependence and injectable opiate maintenance treatment. The clinic can provide assessment, second opinions, expert advice, recommendations and treatment to substance misusing professionals. The service can also directly manage special or complex cases where existing community services are unable to.

Party Drug Service

3.1.2 The aim of the service is to support primary care and secondary services by providing highly specialised assessment and direct management of party drug dependence and misuse. The service can provide assessment, expert advice, treatment recommendations and direct management where existing services are unable to. Emergency admissions to inpatient services can be arranged if acute withdrawal warrants 24 hour supervision in a medical environment.

Complex Case Alcohol Service

3.1.3 The aim of the service is to provide highly specialised assessment and management of special or complex cases of alcohol dependence which could or should not be managed in local addiction services.

3.1.4 The service can provide second opinions, expert advice and treatment recommendations to professionals managing special cases in their local area or direct assessment, treatment and management of special or complex cases where existing services are unable to. This service specialises in dealing with particularly sensitive, complex cases. The service provides assessment, second opinion and treatment to Healthcare or other professional clients experiencing alcohol/ dual diagnosis problems who may not wish to present at local drug and alcohol services within their own borough. The majority of referrals are received from Occupational Health/GP or GMC /NMC sources.

3.1.5 Local Community Drug and Alcohol agencies may initially assess the clients and will often make a decision to refer anyone who is currently employed

as a health care professional within the local area.

3.1.6 The lead clinician will refer clients back to local services if she deems their clinical needs can be met within local provision.

3.2 Service description/care pathway

Complex Case Drug Outpatient Service

3.2.1 Interventions provided may include one or more of the following:

- comprehensive specialist assessment;
- expert second opinion, advice and support;
- specialist prescribing;
- alcohol and drug screening;
- medically assisted withdrawal if required; and
- expert counselling

Party Drug Service

3.2.2 Interventions provided may include one or more of the following:

- comprehensive specialist assessment and treatment package;
- expert second opinion, advice and support;
- specialist prescribing;
- drug screening;
- medically assisted withdrawal, if required;
- expert counselling;
- in urgent cases, prompt in-patient withdrawal can be arranged. Admissions will be costed separately; and
- post withdrawal, a brief period (up to 4 weeks) of symptomatic support to both patient and significant other and monitoring before returning patient to care of the referrer is part of the standard detoxification package.

Complex Case Alcohol Outpatient Service

3.2.3 Interventions provided may include one or more of the following:

- comprehensive specialist assessment;
- expert second opinion, advice and support;
- specialist prescribing;
- alcohol and drug screening;
- medically assisted withdrawal, if required;
- expert counselling by a specialist consultant psychiatrist;
- onward referral;
- harm reduction and relapse prevention counselling;
- support and advice to family members affected by the patient's alcohol misuse;
- onward referral; and
- departure planning, aftercare and ongoing support

Referral processes

3.2.4 All the Addiction Complex Case Outpatient Services can accept referrals from professionals, if funding has been arranged.

3.2.5 All referrals shall go through the local clinical advisor in the local authority prior to being referred to the Complex Case Outpatient Service.

3.2.6 Referrals will be accepted from :

- Health Care Professionals;
- Non-statutory and statutory specialist drug and alcohol agencies;
- GPs;
- Occupational Health Physicians; and
- Consultants.

Discharge process

3.2.7 On completion of treatment, the clinics will ensure that the referrer is fully aware of the interventions received and any recommendations for on-going care by means of a detailed report and verbal communication.

3.3 Population covered

3.3.1 Addiction Complex Case Outpatient Services are provided for people aged 18 and over,

who are either resident or signing on (for people who have no fixed abode) in the London Borough of Southwark and have complex substance misuse needs. Funding must be agreed with the local authority clinical advisor before patients can be offered an appointment.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 The following eligibility criteria for the respective services is given below:

Complex Drug Outpatient Service

- Patients who are misusing or are dependent on substances;
- Patients who are not responding to standard treatment in their local services;
- Patients presenting to, or managed in, primary care or secondary services, about whom the doctor/service perceives that there are special or complex management issues requiring a consultant opinion;
- Patients who require injectable opioid prescribing;
- Patients detected as having occupational impairment due to substance misuse;
- Patients who cannot, or should not be treated for substance misuse in their local area i.e. addicted health care professionals; and
- Patients dependent on prescribed, in whom there is concern that the prescribed use may be contributing to disability.

Party Drug Clinic

- Patients who are misusing or are dependent on party drugs e.g. GBL/GHB, methedrone, methamphetamine etc.;
- Patients who are not responding to standard treatment in their local services;
- Patients detected as having occupational impairment due to party drug misuse; and
- Patients who cannot, or should not be treated for substance misuse in their local area i.e. addicted health care professionals.

Complex Alcohol Outpatient Service

- 18 years old and above;
- alcohol dependent professionals, especially those working within the health system;

- clients who have not responded to standard addiction treatment;
- patients who are not responding to standard treatment in their local services;
- patients detected as having occupational impairment due to alcohol misuse;
- patients who cannot, or should not be treated for substance misuse in their local area i.e. addicted health care professionals;
- complex psychological needs who require specialist interventions;
- complex physical needs who require specialist interventions; and
- clients who require GMC supervision.

3.4.2 The service will not be provided to patients under 18 years of age, or to clients who could be managed effectively and appropriately within their local addiction services.

3.5 Interdependence with other services/providers

3.5.1 The clinics will work in partnership with local GPs and addiction specific services where necessary, ensuring safe discharging back to local services when appropriate.

3.5.2 For non addiction interventions the clinics will ensure that appropriate referrals are made in a timely manner.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 The Provider will have systems in place, as relevant and applicable, that ensure the Service is delivered in accordance with current and emerging practice guidance issued by the Department of Health, Public Health England, The Home Office, the National Institute for Health and Clinical Excellence and by Professional bodies or organisations specialising in the field of substance misuse treatment including, but not restricted to: The Royal College of Physicians; British Psychological Society; SCAN - Specialist Clinical Addiction Network; Substance Misuse Management in General Practice; Royal College of

General Practitioners; Association of Nurses in Substance Abuse; the Royal Pharmaceutical Society; Institute of Psychiatry; the Royal College of Nursing; the British Association of Social Workers; Care Quality Commission; Monitor, and the Federation of Drug and Alcohol Professionals.

4.1.2 This includes but is not limited to:

- NICE Quality Standard for Drug Misuse Disorders (QS23) 2012
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the Management of Opioid Dependence)
- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions (commissioned by the National Treatment Agency (NTA) from the British Psychological Society (BPS))
- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 and update 2006
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)
- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of alcohol-related physical complications)
- NICE Clinical Guideline 115 (Alcohol use disorders: Diagnosis, assessment and management of harmful drinking and alcohol dependence)
- NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
- Good Practice in Harm Reduction
- NICE Public Health Guidance 18 (Needle and syringe programmes: providing people who inject drugs with injecting equipment)
- NICE Clinical Guidance 110 (Pregnancy and complex social factors: A model for service provision for pregnant women with complex social factors)
- The DIP operational handbook
- The Alcohol Arrest Referral guidelines
- Supporting and Involving Carers – Best Practice Guidance (NTA, 2008)

NICE

4.1.4 The Provider shall also be fully compliant with all relevant NICE standards and guidelines relating to the delivery of Substance Misuse services, as appropriate.

4.1.5 NICE quality standards are a set of specific, concise statements and associated measures. They set out aspirational, but achievable, markers of high-quality, cost-effective patient care. NICE quality standards enable:

- **Health and social care professionals** to make decisions about care based on the latest evidence and best practice;
- **Patients and carers** to understand what service they should expect from their health and social care provider;
- **Service providers** to quickly and easily examine the clinical performance of their organisation and assess the standards of care they provide; and
- **Commissioners** to be confident that the services they are purchasing are high quality and cost effective.

4.1.8 The latest set of NICE quality standards for alcohol dependency and harmful alcohol use were published in August 2011, and details of them are given below. The Provider is required to apply these standards to the Service:

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- People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff;
- Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures;
- Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures;
- Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support;
- People needing medically assisted alcohol withdrawal are offered

treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities;

- People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance;
- People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance;
- Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance;
- Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy; and
- People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

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Building Recovery in Communities at <http://www.nta.nhs.uk/recovery.aspx>.

4.2 Applicable local standards

4.2.8 The Provider shall have in place all policies necessary for the effective and safe operation of the Service, including but not limited to those set out in the Southwark DAAT Quality Standards and Targets.

4.2.9 The Service Operational Manual in conjunction with the SLaM NHS Trust Policy and Procedure shall provide written guidance for all aspects of service provision

and working.

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4.2.14 In accordance with the Southwark DAAT Quality Standards and Targets, the Service will monitor annually the diversity profiles of referrals received, including the Service Users entering the Service, and the Service Users who successfully complete treatment, against the demographic profile of the substance misusing population in its catchment area, and, with the Local Authority, DAAT and CCG develop and implement procedures, in order to address any variances.

4.2.8 Service Users shall be provided with a fair and dignified service, irrespective of their ethnic/cultural background, gender, sexual orientation, employment status, religious beliefs, HIV/Hepatitis status or current drug treatment status.

4.3.14 Staff shall be competent at identifying Service Users who have children at risk from their substance misuse and refer to Children's and Adults' Services in Southwark Council when appropriate, whilst at the same time seeking to maintain Service User trust.

4.3.15 The Service shall have written policies and shared care arrangements for all its services.

4.3.16 Prescribing services shall have agreed systems and procedures in place relating to appropriate dispensing and supervision of consumption of controlled drugs as appropriate.

4.3.17 The Service shall have a written plan on how Service Users who drop out of treatment shall be encouraged to re-engage. Service Users shall be made aware of the policy and its implications, both in writing and verbally.

- 4.3.14 The Service shall adhere at all times to SLAM's general policies and protocols, including its drugs and alcohol policy in the workplace.

Response times and prioritisation

- 4.3.15 Appointments will be offered within six weeks of referral. In the case of GBL dependence, the referral may be treated as an emergency if clinically necessary.

Service User Feedback

- 4.3.16 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their "Relevant People") and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.
- 4.3.17 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.
- 4.3.18 The Provider shall ensure that a customer satisfaction survey of service users is completed annually.

Complaints

- 4.3.19 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints' procedure must be given to service users on commencement of the Service.
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Secure Transfer of Information

- 4.3.21 NHS Southwark CCG and Southwark Council have responsibilities to their service users, patients, providers and other relevant parties to respect the confidentiality and sensitivity of information provided, in particular, when such data is covered by the Data Protection Act. Most emails are sent in a plain format. These are not encrypted (changed into a format that cannot be read

unless a decode key is available) and travel via the public internet network. Emails transmitted over the internet cannot be guaranteed to be secure from interception or misdirection.

4.3.22 NHS Southwark CCG has decided that, in view of the potential risks, it requires its staff and any external party communicating with its staff, not to send confidential, sensitive or personal information by email outside the CCG without taking appropriate security measures.

4.3.23 The CCG has chosen to use, in future, the secure email network: the Criminal Justice Secure e-mail network (CJSM), where the email is routed using secure connections, for ensuring that e-mails are sent securely.

4.2.24 The use of the Criminal Justice Secure E-mail service is fully explained on the Criminal Justice website: www.cjism.cjit.gov.uk/, including instructions for other organisations on how to join the network.

4.2.25 If there is any reason why the Provider is unable to use the CJSM system for communicating with the Commissioner, it must advise the Commissioner immediately. The Commissioner and the Provider will then discuss and agree, if necessary, an alternative arrangement for exchanging information electronically

Days/hours of operation

4.2.26 All the Addiction Complex Case Outpatient Services are open between Monday and Friday. Appointments are available during office hours.

4.2.27 The Complex Case Drug Outpatient Service and the Party Drug Service are contactable via the Addiction Referral Team on 0203 228 2169/5135.

4.2.28 The Complex Case Alcohol Outpatient Service is contactable via the Addiction

Referral Team on 0203 228 2345/2169/5135.

5. Applicable quality requirements and CQUIN goals

- 5.4 The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

The Provider's Premises are located at:

- **Marina House**
63-65 Denmark Hill

London

SE5 8RS

Tel: 0203 228 2169/5135

- **AAU Annex**
Maudsley Hospital

Denmark Hill

London, SE5 8BB

- **National Outpatients**
Maudsley Hospital

Denmark Hill

London, SE5 8BB

F. Indicative Activity Plan

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Minimum Data Set	The Service will submit quarterly data in line with the minimum data set to the Commissioner.	The data shall comply with NDTMS data reporting requirements and shall be provided no later than 3 weeks after the end of the respective quarter.		
Severe and Untoward Incidents (SUIs)	The Service shall forward to the Commissioner information on SUIs, prescribing and dispensing errors and 'near misses'.	Details of any and all SUIs shall be provided on a monthly basis		
Other Service Performance Data	Other Service monitoring data shall be supplied in accordance with the requirements stated in Southwark DAAT Quality Standards and Targets set.	Relevant data to be supplied as agreed between the Service and the Commissioner		
Service User Satisfaction Surveys	Service User satisfaction surveys shall be undertaken annually.	Details of the results of surveys to be supplied, as agreed between the Service and the Commissioner		
Data collation	Data from participating services on the distribution and return of paraphernalia will be collated on a regular basis and forwarded to the Commissioner.	Data from all participating services shall be collated and submitted to the Commissioner monthly.		
Service monitoring information		Activity reports will be submitted to the Commissioner on a		

	The Provider shall submit monitoring information on the template agreed with the Commissioner.	monthly basis, and performance reports, quarterly.		
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G. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/215591/dh_126770.pdf

C. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	Up to a maximum of £9,000.00
Total	Up to a maximum of £9,000.00

All placements into the service require approval from the clinical advisor for this service within the Substance Misuse team at Southwark Council as at paragraph 3.3.1.

As such, the local authority clinical advisor will make a decision to place service users over this threshold based on clinical need.

v) Needle and paraphernalia exchange co-ordination service

Service	Needle and Paraphernalia Exchange Coordination Service
Commissioner Lead	Tanya Barrow, Community Safety Partnership Service Business Unit
Provider Lead	Specialist Services Addiction Division, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
<p>1.5 National/local context and evidence base</p> <p>1.1.1 The Service is provided to meet central, regional and local policy objectives to meet health care needs and tackle substance misuse-related crime, as defined in a key national strategies, including:</p> <ul style="list-style-type: none"> • The national drugs strategy - Reducing demand, restricting supply, building recovery: supporting people to live a drug free life ²¹, as well as; • The alcohol harm reduction strategy for England, and ²² • “Safe. Social. Sensible. The next steps in the national alcohol strategy” ²³ <p>1.1.2 The Service has been developed within the context of ‘Models of care for the treatment of adult drug misusers’²⁴, and ‘Models of care for alcohol misusers’ (MoCAM)²⁵, which have national service framework status.</p>

²¹ “Reducing demand, restricting supply, building recovery: supporting people to live a drug free life”, Home Office (December 2010)

²² “Alcohol harm reduction strategy for England”, Prime Minister’s Strategy Unit (2004)

²³ “Safe. Sensible. Social. The next steps in the national alcohol strategy”, Department of Health, (2007)

²⁴ “Models of care for the treatment of adult drug misusers: Update 2006”, National Treatment Agency for Substance Misuse (NTA), (2006)

1.1.3 For further evidence about the background to the development of current substance misuse services in Southwark, see the archived list of NTA documents at: <http://www.nta.nhs.uk/publications.aspx>

1.1.4 In practice the national strategies establish a two-pronged approach: meeting health needs and tackling drug-related crime.

1.1.10 Local priorities mirror the national goals of improving health and social outcomes, reducing crime and reducing the harm caused by drug and alcohol use to the individual and the community. The Service contributes to these priorities and the objectives set out in local strategic documentation, including:

- Building a healthier future together: Southwark's joint health and wellbeing strategy, 2013-14
- Working together to reduce the harm caused by alcohol: Southwark's Alcohol Strategy 2013-16
- Children and Young People's Plan 2013-16, Southwark's Children and Families Trust
- A fairer future for all 2011-2014, Southwark Council plan
- The best possible outcomes for Southwark people: Integrated plan and draft commissioning intentions, NHS Southwark Clinical Commissioning Group

1.1.6 The key points from the information we have on drug use in Southwark are:

- poly-substance misuse (i.e. combined use of crack cocaine and heroin) remains a significant issue in Southwark;
- prevalence estimates over the last three years show a reduction in the number of opiate and crack users (OCUs) in Southwark, and
- with a reduction in the estimates for prevalence of OCUs and a widening of the '95% confidence interval' for crack users it is now more difficult to
 - estimate the numbers of 'crack only' and 'opiate only' users
 - estimate the numbers of treatment naïve users by primary drug
 - there has been a significant rise locally in the number of people

²⁵ "Models of care for alcohol misusers: Update 2006", Department of Health, (2006)

presenting with problematic drug use who are not opiate or crack users, so our provision needs to be flexible

1.1.7 In Southwark in 2009 there were an estimated 37,881 people (18 and over) drinking at increasing risk levels, 12,168 people (18 and over) drinking at higher risk and 6199 dependent drinkers (18 and over).

Risk	Men	Women
Lower risk	No more than three to four units per day on a regular basis and no more than 22 units per week	No more than two to three units per day on a regular basis and no more than 15 units per week
Increasing risk	More than three to four units per day on a regular basis	More than two to three units per day on a regular basis
Higher risk	More than eight units per day on a regular basis or more than 50 units per week	More than six units per day on a regular basis or more than 35 units per week

2. Outcomes

2.5 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	
Domain 1	Improving the wider determinants of health	
Domain 2	Health improvement - Successful completion of drug treatment	Yes

Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality	

2.2 Local defined outcomes

The key outcomes of the service are to achieve the national goals and local priorities for drug and alcohol treatment services. These are:

- improved long-term mental and physical health, well-being, and quality of life for people affected by substance (drug and alcohol) misuse;
- freedom from substance dependency;
- well-informed and supported families, children and young people, including but not limited to; improved relationships with family members, partners and friends, and the capacity to be an effective and caring parent;
- reduced substance misuse related crime, anti-social behaviour and re-offending;
- improved public health and reduced health inequalities in Southwark, including but not limited to; prevention of substance misuse related deaths and blood borne viruses;
- increased employment and reduced financial burden on local communities, including but not limited to; training, education and sustained employment;
- the ability to gain access to, and sustain, suitable accommodation; and
- reduced need and demand for public services amongst people who have had substance misuse problems.

3. Scope

3.1 Aims and objectives of service

3.1.1 The needle and paraphernalia exchange co-ordination service will contribute to the national treatment service goals and social priorities, and the objectives set out in local strategic documentation, as set out at paragraphs 1.1.1 and 1.1.5 above, and at outcomes set out under the Public Health Outcomes Framework and the local defined outcomes set out at paragraphs 2.1 and 2.2 above.

3.1.2 The primary aims of the needle and paraphernalia exchange co-ordination service are:

- to embrace and address the principles of harm reduction, including the education and training for service users and their significant others on overdose prevention and management, the use of Naloxone and the availability of injecting paraphernalia;
- to provide service users with a fair and dignified service, irrespective of their ethnic/cultural background, gender, sexual orientation, employment status, religious beliefs, HIV/Hepatitis status or current drug treatment status;
- to provide value for money, with the “best value” principle being applied to each decision about care. This will not over-ride a service user’s social or healthcare needs but will work in conjunction with these;
- to ensure that all participating services are resourced in a timely fashion and that public health alerts are disseminated rapidly and effectively; and
- to ensure that the manner and content of service delivery is based upon sound research, best practice principles and practitioner experience.

3.1.2 The specific objectives of the needle and paraphernalia exchange coordination service are:

- to provide service users with clean injecting equipment/paraphernalia;
- to teach clients safer injecting techniques;
- to provide information and education
- to prevent sharing of equipment/paraphernalia;
- to overall harm reduction; and
- to maintain and manage the ‘Health Alert’ system.

3.2 Service description/care pathway

3.2.1 The needle and paraphernalia exchange coordination service is provided to support the operation of needle and paraphernalia exchanges for residents of Southwark.

Service model

3.2.2. The Service will work with community pharmacists and independent sector needle exchange providers as follows:

- supplying injecting and other related equipment for distribution to injecting drug users;
- supplying appropriate materials for the safe disposal of injecting equipment;
- supplying adequate levels of health and safety information and education to eliminate all contamination/infection risk to staff and clients participating in this scheme;
- supplying health promotion literature on safe injecting, safer sex and related issues

such as blood-borne viruses;

- monitoring contracts in terms of performance against targets;
- arranging and implementing safe collection and disposal of all clinical waste generated by the needle exchange service programme;
- in conjunction with the service commissioners, planning and delivering user-focused awareness campaigns on drug-related health issues through pharmacists and other needle exchange service providers;
- providing a rapid advice service to service providers in relation to drug-related public health alerts (e.g. contaminated batches of drugs); and
- in conjunction with the commissioner, negotiating targets with pharmacists.

3.2.3 Young people under the age of 18 years who seek help from the service shall be encouraged by the provider to attend a needle exchange treatment service for an assessment. Dependent upon the outcome of the respective assessment, the provider will offer young people needle exchange dispensing service from its pharmacy. For people over the age of 18 years who appear vulnerable, the provider will recommend that they also attend a needle exchange treatment service for assessment.

3.2.4 The Service shall provide advice to the commissioner on the following:

- current and emerging trends in local substance misuse;
- potential strategies to achieve financial and operational efficiencies;
- contract management issues, as appropriate, (e.g. the development and implementation of a performance related pay structure, parity between pharmacies participating in the community pharmacy needle exchange and those participating in the Local Pharmaceutical Scheme);
- existing or emerging operational difficulties and proposing suggestions to address them

Care pathway

3.2.5 The Service does not work directly with service users.

3.3 Population covered

This Service is provided for the population of NHS Southwark on the basis of GP registration or in line with the conditions of responsibility set out in the responsible commissioner guidance. It is commissioned by NHS Southwark Clinical Commissioning Group on behalf of Southwark Council.

3.4 Any acceptance and exclusion criteria and thresholds

The Service does not work directly with service users but with:

- community pharmacists signed up to the community pharmacy needle exchange scheme; and
- other independent sector needle exchange providers.

3.5 Interdependence with other services/providers

- 3.5.1 A holistic approach is taken towards the management of substance misuse in Southwark. In practice, this means addressing the whole range of an individual's needs, including their general health, housing, offending, education, training and employment. Additionally, links will be developed with a range of non-substance misuse services to optimise engagement with any treatment naïve drug users accessing those services.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.1.1 The Provider will have systems in place, as relevant and applicable, that ensure the Service is delivered in accordance with current and emerging practice guidance issued by the Department of Health, Public Health England, The Home Office, the National Institute for Health and Clinical Excellence and by Professional bodies or organisations specialising in the field of substance misuse treatment including, but not restricted to: The Royal College of Physicians; British Psychological Society; SCAN - Specialist Clinical Addiction Network; Substance Misuse Management in General Practice; Royal College of General Practitioners; Association of Nurses in Substance Abuse; the Royal Pharmaceutical Society; Institute of Psychiatry; the Royal College of Nursing; the British Association of Social Workers; the Care Quality Commission; Monitor, and the Federation of Drug and Alcohol Professionals.

4.1.2 This includes but is not limited to:

- NICE Quality Standard for Drug Misuse Disorders (QS23) 2012
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the Management of Opioid Dependence)
- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions (commissioned by the National Treatment Agency (NTA) from the British Psychological Society (BPS))
- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 and update 2006
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)

- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of alcohol-related physical complications)
- NICE Clinical Guideline 115 (Alcohol use disorders: Diagnosis, assessment and management of harmful drinking and alcohol dependence)
- NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
- Good Practice in Harm Reduction
- NICE Public Health Guidance 18 (Needle and syringe programmes: providing people who inject drugs with injecting equipment)
- NICE Clinical Guidance 110 (Pregnancy and complex social factors: A model for service provision for pregnant women with complex social factors)
- The DIP operational handbook
- The Alcohol Arrest Referral guidelines
- Supporting and Involving Carers – Best Practice Guidance (NTA, 2008)

National Institute for Health and Clinical Excellence (NICE)

4.1.5 The Provider shall also be fully compliant with all relevant NICE standards and guidelines relating to the delivery of Substance Misuse services, as appropriate.

4.1.6 NICE quality standards are a set of specific, concise statements and associated measures. They set out aspirational, but achievable, markers of high-quality, cost-effective patient care. NICE quality standards enable:

- **Health and social care professionals** to make decisions about care based on the latest evidence and best practice;
- **Patients and carers** to understand what service they should expect from their health and social care provider;
- **Service providers** to quickly and easily examine the clinical performance of their organisation and assess the standards of care they provide; and
- **Commissioners** to be confident that the services they are purchasing are high quality and cost effective.

4.1.7 The latest set of NICE quality standards for alcohol dependency and harmful alcohol use were published in August 2011, and details of them are given below. The Provider is required to apply these standards to the Service:

- Health and social care staff receive alcohol awareness training that promotes

respectful, non-judgmental care of people who misuse alcohol;

- Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice;
- People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment;
- People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff;
- Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures;
- Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures;
- Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support;
- People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities;
- People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance;
- People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance;
- Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance;
- Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy; and
- People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

Public Health England

4.1.7 Public Health England has absorbed the functions of the National Treatment Agency (NTA). The NTA had produced an extensive range of good practice

guidelines, and these are available both through Public Health England, and archived material from the NTA site. The Provider shall ensure that staff are familiar with all relevant guidelines and that they are incorporated into agency practice, as appropriate. Additional information is also available online, including

Building Recovery in Communities at <http://www.nta.nhs.uk/recovery.aspx>.

4.2 Applicable local standards

Service User Feedback

- 4.2.16 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their “Relevant People”) and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.
- 4.2.17 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.
- 4.2.18 The Provider shall ensure that a customer satisfaction survey of service users is completed annually.

Complaints

- 4.2.19 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints’ procedure must be given to service users on commencement of the Service.
- 4.2.20 The Provider will make available to service users and their Relevant People details of the Commissioner’s complaints procedure and how it may be used.

Secure Transfer of Information

- 4.2.21 NHS Southwark CCG and the Local Authority have responsibilities to their service users, patients, providers and other relevant parties to respect the confidentiality and sensitivity of information provided, in particular, when such data is covered by

the Data Protection Act. Most emails are sent in a plain format. These are not encrypted (changed into a format that cannot be read unless a decode key is available) and travel via the public internet network. Emails transmitted over the internet cannot be guaranteed to be secure from interception or misdirection.

4.2.22 NHS Southwark CCG has decided that, in view of the potential risks, it requires its staff and any external party communicating with its staff, not to send confidential, sensitive or personal information by email outside the CCG without taking appropriate security measures.

4.3.23 The CCG has chosen to use, in future, the secure email network: the Criminal Justice Secure e-mail network (CJSM), where the email is routed using secure connections, for ensuring that e-mails are sent securely.

4.2.24 The use of the Criminal Justice Secure E-mail service is fully explained on the Criminal Justice website: www.cjism.cjit.gov.uk/, including instructions for other organisations on how to join the network.

4.2.25 If there is any reason why the Provider is unable to use the CJSM system for communicating with the Commissioner, it must advise the Commissioner immediately. The Commissioner and the Provider will then discuss and agree, if necessary, an alternative arrangement for exchanging information electronically.

Days/ hours of operation

4.3.11 The Service shall operate between the hours of 09.00 a.m. and 05.00 p.m., on Mondays to Fridays.

4.3.13 It is acknowledged that community pharmacy outlets and other needle exchange

service providers operate outside of business hours

5. Applicable quality requirements and CQUIN goals

5.5 Applicable quality requirements

The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

The Provider's Premises are located at: 151, Blackfriars Road London SE1 8EL

H. Indicative Activity Plan

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Stocks of safe injecting equipment	Participating services will be adequately stocked with a full range of safe injecting equipment for distribution to service users	All participating services to be adequately stocked.		
Service promotion	Participating pharmacists will display details of the Service in their windows	All participating pharmacists to display Service details.		
Community Pharmacy Needle Exchange Scheme Resource Pack	Participating services will have up-to-date copies of the Resource Pack	All participating services will have copies of the Resource Pack available.		
Staff skills and information	The staff of participating services will have the necessary skills and information on the safe handling and disposal of the equipment dispensed through the needle exchange programme.	The staff of all participating services will have the necessary skills and information.		
Safe disposal equipment	The staff of participating services will have easy access to appropriate	The staff of all participating services will have easy access to safe disposal equipment.		

	equipment for the safe disposal of used injecting equipment			
Data collation	Data from participating services on the distribution and return of paraphernalia will be collated on a regular basis and forwarded to the Commissioner.	Data from all participating services shall be collated and submitted to the Commissioner monthly.		

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Service monitoring information	The Provider shall submit monitoring information on the template agreed with the Commissioner.	All monitoring data is collected on a monthly basis, collated and forwarded to commissioners in an agreed format on a quarterly basis.		

I. Activity Planning Assumptions

The Service shall be provided in a manner which respects the individuality of the Service User, complying with the following relevant Trust policies and processes, and legislation:

- all participating services will be adequately stocked with a full range of safe injecting equipment for distribution to clients;
- all participating pharmacists will display the Needle Exchange service sticker in their windows;
- all participating services will have up-to-date copies of the Community Pharmacy Needle Exchange Scheme Resource Pack;
- the staff of all participating services will have the necessary skills and information on the safe handling and disposal of the equipment dispensed through the needle exchange programme;
- the staff of all participating services will have easy access to appropriate equipment for the safe disposal of used injecting equipment;
- data from participating services on the distribution and return of paraphernalia shall be collated on a monthly basis; and
- data on the distribution and return of paraphernalia shall be collated monthly and submitted to the Commissioner's designated officer on a quarterly basis.

J. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/215591/dh_126770.pdf

C. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	£136,200
Total	£136,200

Appendix S3B.2

Financial contributions for the period to 31 March 2014

The Council's financial contributions under this Agreement from the Commencement Date to the end of the Financial Year 2013/2014 for the Commissioned Services provided for in this Schedule 3B will be a pro-rated amount of the annual figures set out below.

The Council's financial contributions for any agreed extended period beyond the initial term will be agreed between the Partners in advance of the end of the preceding Financial Year.

The Designated Body shall allocate the financial contributions set out below to separate non-pooled funds for each of the Commissioned Services.

SLAM	
CDAT	£2,994,108
SPECIALIST OUTPATIENTS	£9,000
INPATIENTS	£104,475
INJECTABLE OPIATES	£80,005
NEEDLE EXCHANGE	£136,200
TOTAL	£3,323,788

Schedule 3C

The commissioning of smoking cessation services

Partners will work together to ensure an effective lead commissioning arrangement is in place for the commissioning by the Designated Body of smoking cessation services for the residents of Southwark. The Designated Body will be the CCG and it will be responsible for carrying out the duties and responsibilities outlined here, acting at all times within the aims and objectives of the Agreement set out in Schedule 1, using the Delegated Functions identified in Schedule 2 and in compliance with the Council's constitution and policies.

The Services set out at this Schedule 3C will, subject to termination of this Agreement under Clauses 2 or 10, be provided for an initial term expiring on 31 March 2014, and thereafter may be extended by agreement between the Partners for successive periods of up to 3 years, unless or until terminated by either Partner giving to the other 6 months prior written Notice. The end of the period of written Notice need not coincide with the end of a calendar month. For the avoidance of doubt, expiry of the initial term or any subsequently agreed further term is not subject to notice having been given by either Partner and there will be no automatic roll-over or extension of the Services set out at this Schedule 3C without the prior written agreement of the Partners.

Partners have agreed to review the lead commissioning agreement within this Schedule at the earliest opportunity with a view to putting in place long term arrangements from April 2014.

Commissioned Services

In carrying out its lead commissioning role, the Designated Body will commission a specialist smoking service through the CCG's block contract with the South London & Maudsley NHS Trust ("**SLaM**") in line with the service specification set out at Appendix S3C.1 to this Schedule.

The Designated Body will regularly report back to and consult with the Council's Public Health Commissioning Manager or such other persons as the Council shall specify from time to time.

Representatives from the Delegated Body with relevant knowledge of the Services will attend monthly meetings with the relevant commissioners at the Council and use best reasonable efforts to ensure that representatives of the providers of the Commissioned Services also attend.

Exit arrangements

Partners agree to ensure that services to the residents of Southwark are not disrupted in the event that Partners determine that the agreement set out in this Schedule should be ended. The Designated Body will set out detailed provisions as to exit arrangements and these will include measures to:

- maintain continuity of the Services;
- allocate and/or dispose of any goods or assets relating to a Project;
- assign responsibility for debts and on-going contracts;
- assign responsibility for the continuance of Service Contracts subject to the agreement of either Partner to continue contributing to the costs of the Service Contracts;
- share liabilities where appropriate incurred by the Host Partner and/or the Partner with the responsibility for commissioning the Services; and
- such other matters as the Partners deem reasonably necessary

Appendix S3C.1

Commissioned Services

Specialist smoking cessation service

Service	Specialist Smoking Cessation Service
Commissioner Lead	Kerry Crichlow, Director of Strategy & Commissioning, London Borough of Southwark
Provider Lead	Marina Frederick, Head of Clinical Pathways, Addictions CAG; Gay Sutherland Clinical Psychologist, South London & Maudsley NHS Foundation Trust
Period	1 April 2013 to 31 March 2014

1. Population Needs
<p>National/local context and evidence base</p> <p>1.1 In Southwark, lifestyle risk factors including smoking continues to be a major risk to good health in the population. Health surveys in Southwark record 1 in 5 adults (21.4%) in Southwark as smoking. There is a high rate of premature deaths from cancer and cardio-vascular diseases. Coronary heart disease, malignant neoplasms (cancers) and respiratory diseases remain the top 3 causes of death in the population.</p> <p>GP registers for long term conditions show the following that, as at March 2013 there were: 5,812 people with cardiovascular diseases; 32,104 with</p>

hypertension; 3,899 with chronic obstructive pulmonary disease and 4,708 with coronary heart disease. The mortality rate from respiratory disease is higher in Southwark than the England average.

2. Outcomes

2.6 Public Health Outcomes Framework for England 2013-16

Outcome 1	Increased healthy life expectancy	Yes
Outcome 2	Reduced differences in life expectancy and healthy life expectancy between communities	Yes
Domain 1	Improving the wider determinants of health	
Domain 2	Health improvement (2.03 Smoking status at the time of delivery 2.14 Smoking prevalence adults (over 18)	Yes
Domain 3	Health protection	
Domain 4	Healthcare public health and preventing premature mortality 4.03 Mortality rate from causes considered preventable 4.04 Under 75 mortality rate 4.05ii Under 75 mortality rate from cancer considered preventable 4.07ii Under 75 mortality rate from respiratory disease considered preventable	Yes

2.2 Local defined outcomes

The key service outcome of the Smoking Cessation Service is to achieve a target of not less than 120 successful quitters per year.

3. Scope

3.1 Aims and objectives of service

3.1.1 The service objectives are to support and accelerate the smoking cessation process, especially amongst those smokers likely to have the greatest difficulty in stopping.

3.1.2 The Service will aim to achieve a success rate of 65% at four weeks post-“Quit Date”. It is acknowledged that this target is in excess of the National average of 53%. The latter figure includes the lighter, less dependent smokers attending Level 2 services who would be expected to achieve higher quit rates than the more dependent smokers likely to attend Level 3 specialist clinics.

3.1.3 The Provider will use best practice and evidence-based treatments, supported by research and guidelines (e.g. the Cochrane Reviews and NICE Guidance).

3.2 Service description/care pathway

3.2.1 The Specialist Smoking Cessation Service will provide an evidence-based specialist smoking cessation and relapse prevention service to service users wishing to stop smoking tobacco in the London Borough of Southwark. The Service also delivers smoking cessation services for the more difficult cases. The service is particularly important for the increasing number of smokers who present with mental health problems, severe nicotine dependence, concomitant drug/alcohol misuse, other co-morbid conditions, and those in socially excluded target groups.

3.2.3 The Service will operate from various locations, but the main clinic will be based on the 1st Floor, Marina House, 63-65 Denmark Hill, SE5 8RS. Referrals will be signposted to the services via the Southwark smoking cessation co-ordinator as well as via the walk in self referral clinic available on Friday mornings.

3.2.4 The Service will be staffed by qualified nurses, psychologists, counsellors, and medical staff with specialist training in smoking cessation. It will engage the following staff:

- 0.5 WTE Consultant Psychologist;
- 1.0 WTE Nurses (Band 6); and
- 1.00 WTE Administrative and Clerical post (Band 3).

3.2.5 In addition to the staff identified above, the Specialist Clinic will have the opportunity to engage a number of SLaM and Institute of Psychiatry staff, with honorary SLaM contracts where appropriate, together with having access to prescribing clinicians.

Service model

3.2.6 Service users will be seen by dedicated specialist clinicians/therapists.

3.2.7 Service users will be offered cognitive-behavioural/psychological support, either on an individual, one-to-one basis or as part of a group treatment programme.

3.2.8 A three-stage model of care will be followed:

- each potential service user referred or self-referring will be offered an initial assessment appointment;
- following the assessment, service users will either join a group treatment programme for a minimum of a further six sessions or be offered individually tailored, weekly appointments for a minimum of four weeks after Quit Day;
- the group programme will comprise: seven, sixty to ninety minute, psychological support sessions over a six week period to coincide with the period when tobacco withdrawal discomfort is most severe and relapse most likely to occur.

3.2.9 All service users who have started treatment at the clinic may receive extra individual sessions in person or by telephone counselling if they feel they require more support at any stage.

3.2.10 Expert advice and guidance on the most effective use of NRT, bupropion (Zyban), Varenicline or any approved new licences for medication will be offered to service users.

3.2.11 Biochemical measurement of pre-treatment smoke intake, followed by weekly breath carbon monoxide (CO) monitoring to validate service users' self-report will be offered.

3.2.12 All service users will be offered weekly follow-up sessions for four weeks. For service users who withdraw from the programme prematurely, follow-up will also be attempted at four weeks post-Quit Date.

3.2.13 Relapse prevention group sessions will be offered at monthly intervals for up to twelve months from the end of the acute phase of treatment (four weeks post Quit Day) for all those successfully completing the initial treatment programme. The Service will hold twenty-four such sessions per annum, offering a choice of day and evening sessions to appropriate service users.

3.2.14 Telephone support will be available to service users unable to attend group, relapse prevention sessions.

3.2.15 Referrals, including self-referrals, will be monitored, using service user postcodes, in order to identify Service coverage across the Borough. Details of the monitoring data will be recorded for use at service monitoring meetings and other discussions with the Commissioner.

Care pathway

3.2.16 Referrals may be made by telephone, letter, fax or email, and come from any source e.g. NHS Healthcare Providers across Southwark, including General Practices, Acute Hospital Departments, community-based projects; pharmacists, and various telephone quit lines. The Service will also accept direct self-referrals by telephone, letter, fax or email.

3.2.17 70% of service users will be given an offer to commence treatment within one month (maximum) of their initial referral.

3.2.18 The Service will contact all service users referred and their referrers within ten working days of the Service receiving a referral.

3.2.19 For service users referred in writing and completing the full treatment programme, their GP will be sent a letter giving details of the outcome of the four week programme within one month of the date of the four week follow-up meeting.

3.2.20 Service users who have quit smoking will receive invitations to attend relapse-prevention meetings.

3.3 Population covered

This Service will be available to all residents of the London Borough of Southwark and to people who work in the Borough.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 Though all smokers interested in attending are welcome at the clinics, smokers with severe tobacco dependence needing more intensive specialist psychological support are a priority target group. This includes:

- those smoking within thirty minutes of waking or waking at night to smoke;
- those smoking more than fifteen cigarettes a day;
- those who have been unable to quit for more than a few days in the past;
- those who have relapsed many times.

3.4.2 Service users already experiencing smoking-related medical conditions e.g. CHD; diabetes; respiratory conditions, and cancer, and service users having current or previous mental health problems and users of concomitant illicit drugs or with a history of alcohol problems will also be given priority.

3.4.3 It is anticipated that the demographic data returned from the Service will reflect the local smoking population of Southwark. If primary care agencies are successful in referring to the Service, the referral profile should be similar across the Borough.

3.5 Interdependence with other services/providers

Training

3.5.1 The Service will support formal training initiatives that are developed by the facilitators over the course of the overall Smoking Cessation Service and will offer support, information and advice to Level 1 and 2 service providers across Southwark.

3.5.2 Up to twelve training sessions will be provided across Southwark per annum. Other CCGs can purchase supervision at sessional rates.

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

NICE Guidance compliant, including, but not limited to their standard for training in smoking cessation services.

4.2 Applicable local standards

Service User Feedback

- 4.2.1 The Provider shall ensure that systems for consulting service users and their relatives and friends who provide care (their “Relevant People”) and for monitoring service user satisfaction are developed and implemented. Details of the systems must be made available to the Commissioner, on request, for consideration and approval.
- 4.2.2 Service user feedback will be promoted at all times, both formally and informally, throughout the Service. The Provider will ensure that a formal mechanism for service user involvement and service user consultation is in place with regard to the overall operation of the Service and any service developments.
- 4.2.3 The Provider shall provide service users with an anonymous patient satisfaction/ evaluation questionnaire at the beginning of their treatment to be completed at any time during their attendance at the clinic.

Complaints

- 4.2.4 Service users and their Relevant People must have access to a clearly defined, written complaints procedure which must be implemented by the Provider to the satisfaction of the Commissioner. The procedure must include provision for a written record to be made of all complaints and of any action taken. Details of the written records of complaints will be available to the Commissioner upon request. A copy of the complaints’ procedure must be given to service users on commencement of the Service.
- 4.2.5 The Provider will make available to service users and their Relevant People details of the Commissioner’s complaints procedure and how it may be used.

Days/ hours of operation

- 4.2.6 The hours of operation are from 09.00 p.m. to 05.00 p.m., Mondays to Fridays,

excluding Bank Holidays, with evening groups held on Thursdays.

5. Applicable quality requirements and CQUIN goals

5.6 Applicable quality requirements

The quality standards set out at A – D of schedule 4 of the NHS Commissioning Board 2013/14 NHS Standard Contract Particulars would apply. These cover operational standards, national quality requirements, local quality requirements, and never events.

6. Location of Provider Premises

The Provider's Premises are located at: the Marina House 63-65 Denmark Hill SE5 8RS.

K. Indicative Activity Plan

Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of breach
Treatment Opportunities	The number of treatment opportunities provided	The Service will provide a sufficient number of treatment opportunities to enable 250 smokers to set a quit day during the year.		
Successful Outcomes	The number of successful quitters per year	The Service will achieve a rate of not less than 120 successful quitters per year, (a success rate of		

		48%). However, the Service will endeavour to achieve a success rate of 65%.		
Cessation Treatment Groups	The number of parallel cessation treatment groups held.	Not less than two parallel cessation treatment groups will operate each week, alongside individual treatment sessions		
Service monitoring information	The Provider shall submit monitoring information on the template agreed with the Commissioner.	Activity reports will be submitted by the Service directly online to QuitManager in a timely manner to enable quarterly returns to be submitted to the DH.		

C. Safeguarding Policies

The Service will provide a sufficient number of appropriately experienced and qualified staff in accordance with the requirements of the specification. All staff will be appropriately trained to undertake the tasks to which they are appointed, in accordance with the requirements of Care Quality Commission (CQC). The Provider will have adequate contingency plans to cover staff sickness and annual leave in order to avoid disruption to any element of the Service.

The Service Provider must carry out checks, at the appropriate disclosure level, with the Criminal Records Bureau, on all staff employed, sub-contracted or otherwise, engaged to work on the provision of this Service. For the avoidance of doubt, any persons regularly involved in caring for, training, supervising, having access to identifiable information or being in sole charge of vulnerable adults under this contract must have an enhanced CRB check carried out. No personnel shall be permanently employed by the Service Provider to carry out these services prior to a satisfactory check being obtained but personnel may be used on this contract on a provisional basis pending CRB checks, following compliance with the POVA Scheme and providing that the Service Provider ensures that the appropriate safeguards are put in place.

The Service Provider shall familiarise themselves and adhere to the London Multi-Agency Policy and Procedure to Safeguard Adults from Abuse published by the Social Care Institute for Excellence in conjunction with the Pan London Safeguarding Editorial Board (January 2011) and the Statement of Government Policy on Adult Safeguarding:

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalass

et/dh_126770.pdf

B. PAYMENT

Expected Annual Contract Values

Commissioner	Expected Annual Contract Value
Southwark CCG – under s75 arrangements with Southwark Council	£79,944.00
Total	£79,944.00

Appendix S3C.2

Financial contributions for the period to 31 March 2014

The Council's financial contributions under this Agreement from the Commencement Date to the end of the Financial Year 2013/2014 for the Commissioned Services provided for in this Schedule 3C will be a pro-rated amount of the annual figures set out below.

The Council's financial contributions for any agreed extended period beyond the initial term will be agreed between the Partners in advance of the end of the preceding Financial Year.

The Designated Body shall allocate the financial contributions set out below to separate non-pooled funds for each of the Commissioned Services.

SLAM	
SLAM SPECIALIST SMOKING SERVICE	£79,944
TOTAL	£79,944

Schedule 3D

The commissioning of smoking cessation local enhanced services (LESs)

Partners will work together to ensure an effective lead commissioning arrangement is in place for the commissioning by the Designated Body of sexual health LESs for the residents of Southwark. The Designated Body will be the CCG and it will be responsible for carrying out the duties and responsibilities outlined here, acting at all times within the aims and objectives of the Agreement set out in Schedule 1, using the Delegated Functions identified in Schedule 2 and in compliance with the Council's constitution and policies.

The Services set out at this Schedule 3D will, subject to termination of this Agreement under Clauses 2 or 10, be provided for an initial term expiring on 31 March 2014, and thereafter may be extended by agreement between the Partners for successive periods of up to 3 years, unless or until terminated by either Partner giving to the other 3 months prior written Notice. The end of the period of written Notice need not coincide with the end of a calendar month. For the avoidance of doubt, expiry of the initial term or any subsequently agreed further term is not subject to notice having been given by either Partner and there will be no automatic roll-over or extension of the Services set out at this Schedule 3D without the prior written agreement of the Partners.

Partners have agreed to review the lead commissioning agreement within this Schedule at the earliest opportunity with a view to putting in place long term arrangements from April 2014.

Commissioned Services

In carrying out its lead commissioning role, the Designated Body will commission the following Commissioned Services from the Southwark General Practitioners (“GPs”) and community pharmacies set out in Appendix S3D.1 in line with the service specifications set out at Appendix S3D.1 to this Schedule:

1. smoking cessation LES provided in GP practices
2. smoking cessation LES provided in community pharmacies
3. nicotine replacement scheme product provision LES provided in community pharmacies

The Designated Body will regularly reporting back to and consult with the Council's Public Health Commissioning Manager or such other persons as the Council shall specify from time to time.

Representatives from the Delegated Body with relevant knowledge of the Services will attend monthly meetings with the relevant commissioners at the Council and use best reasonable efforts to ensure that representatives of the providers of the Commissioned Services also attend.

Exit arrangements

Partners agree to ensure that services to the residents of Southwark are not disrupted in the event that Partners determine that the agreement set out in this Schedule should be ended. The Designated Body will set out detailed provisions as to exit arrangements and these will include measures to:

- maintain continuity of the Services;
- allocate and/or dispose of any goods or assets relating to a Project;
- assign responsibility for debts and on-going contracts;
- assign responsibility for the continuance of Service Contracts subject to the agreement of either Partner to continue contributing to the costs of the Service Contracts;
- share liabilities where appropriate incurred by the Host Partner and/or the Partner with the responsibility for commissioning the Services; and
- such other matters as the Partners deem reasonably necessary

Appendix S3D.1

Commissioned Services

The commissioning of local enhanced services for smoking cessation services

Southwark Clinical Commissioning Group (CCG) will undertake to manage and pay the following local enhanced services, on behalf of Southwark Council.

Southwark CCG will report quarterly to Southwark Council on the current and forecast spend for the services for the current year and on the performance of the service. The CCG will report this to the Health and Social Care Partnership Board (HSPB).

Southwark CCG will include financial and performance information on these services within the annual report prepared on the services within the s75 partnership agreement.

Any necessary central performance reporting relating to the performance of these services will be completed and advised to the local authority lead commissioner ahead of submission.

Southwark CCG will ensure that appropriate records are held and retained for audit and review purposes on activity information, payments and any necessary management of any arising clinical governance issues in addition to the main terms set out within the body of the agreement.

Southwark CCG will advise general practices and pharmacies of appropriate cut off dates for the submission of activity reports and requests for payments, and of the contact points to which these should be submitted.

The **pharmacy smoking cessation** local enhanced service provides a set of five structured sessions to support clients to quit smoking, nicotine replacement therapy and promotional material.

It is financially re-numerated at £15.00 for each patient that sets a quit date and a further £115.00 for each successful cessation of smoking.

There are agreements in place with, and the service is provided by, the following pharmacies:

	Pharmacy Name	Location
1	ABC Drugstores Ltd	13 Camberwell Church Street
2	ABC Drugstores Ltd	151 Peckham High Street
3	ABC PHARMACIES LTD	127 Bellenden Road
4	Asda Stores Limited	Old Kent Road

5	Mildcare Ltd	355 Rotherhithe New Road
6	BOOTS UK LTD	20 Rye Lane
7	Boots UK Ltd	333-334 Elephant & Castle
8	BOOTS UK LTD	Unit 11-13
9	BOOTS UK LTD	Units 8-11 Hays Galleria
10	BOOTS UK LTD	289-291 Walworth Road
11	Cambelle Ltd	135 Grange Road
12	P Patel	39-41 Borough High Street
13	St Georges Healthcare Ltd	55 St.Georges Road
14	Medimpo Ltd	10 Crossthwaite Avenue
15	Day Lewis PLC	1-3 Melbourne Terrace
16	DAY LEWIS PLC	103 Peckham Road
17	DAY LEWIS PLC	34 Forest Hill Road
18	Medimpo Ltd	18 East Street
19	Monokove Ltd	14 Forest Hill Road
20	FOURWAY PHARMACY LTD	12 Half Moon Lane
21	V.U. Chem Ltd	107 Tower Bridge Road
22	Jaydip Ltd	75 Herne Hill
23	Flexihealth Ltd	182 Jamaica Road
24	Kalmak Chemists Ltd	1 Milroy Walk
25	DP & SP LTD / Mr PH and Mrs PP Patel	309 East Street

26	Barntwist Ltd	269 Old Kent Road
27	Lloyds Pharmacy Ltd	18 Harper Road
28	Lloyds Pharmacy Ltd	147-149 Peckham Hill Street
29	Lloyds Pharmacy Ltd	43-45 Northcross Road
30	MORRISONS SUPERMARKETS PLC	Aylesham Centre
31	Sainsbury's Supermarket Ltd	80 Dog Kennel Hill
32	SOGIM LTD	115 Lordship Lane
33	SUPERDRUG STORES PLC	Unit 4 Butterfly Walk
34	Superdrug Stores PLC	339 Elephant & Castle
35	SUPERDRUG STORES PLC	371-375 Walworth Road
36	Carefield Ltd	162 Lower Road
37	M & R ENTERPRISES LTD	Unit 5, Ground Floor
38	TESCO STORES LTD	Surrey Quays Shopping Ctre
39	Tesco Stores Limited	Old Kent Road
40	Pharmville Ltd	104 Grove Vale

The commissioner estimates that the service cost for 2013-4 will be £62,353, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

The **community pharmacy nicotine replacement therapy (NRT) supply** local enhanced service supplies nicotine replacement therapy services to clients who are attending a stop smoking service and have been given a voucher to redeem for NRT products.

It is financially re-numerated at the cost price, plus VAT of the nicotine replacement therapy product provided, plus a fee of £1 per voucher.

There are agreements in place with, and the service is provided by, the pharmacies set out above.

The commissioner estimates that the service cost for 2013-4 will be £51,899, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

The **general practice stop smoking** local enhanced service agreement supports patients to quit smoking through a programme of six structured sessions, including advice and nicotine replacement therapy, through the process of setting a quit date and remaining abstinent from smoking for at least four weeks.

It is financially re-numerated at £15.00 for each patient that sets a quit date and a further £115.00 for each successful cessation of smoking.

There are agreements in place with, and the service is provided by, the general practices set out below:

	Practice Code	GP Practice Name
1	G85001	Forest Hill Road Group Practice
2	G85006	Acorn Surgery & Gaumont House Surgery
3	G85009	St James Church Surgery
4	G85012	The Aylesbury Partnership
5	G85013	Camberwell Green Practice
6	G85019	The Trafalgar Surgery
7	G85029	Falmouth Road Group Practice
8	G85030	Concordia Parkside Medical Centre
9	G85031	DMC Chadwick Road
10	G85034	Princess Street Group Practice
11	G85040	Queens Road Surgery
12	G85042	St Giles Surgery, Drs Virji & Begley
13	G85050	Sir John Kirk Close Surgery
14	G85051	Elm Lodge Surgery

15	G85052	Old Kent Road Surgery
16	G85082	Maddock Way Surgery
17	G85084	Penrose Surgery
18	G85087	Silverlock Medical Centre
19	G85091	3-Zero-6 Medical Centre
20	G85094	Bermondsey & Lansdowne Medical Mission
21	G85095	Manor Place Surgery
22	G85097	Grange Road Practice
23	G85106	Borough Medical Centre (<i>Dr Misra</i>)
24	G85112	Hambleden Clinic
25	G85119	Sternhall Lane Surgery
26	G85125	Park Medical Centre
27	G85132	Concordia Melbourne Grove Medical Practice
28	G85134	Lister Primary Care Centre - Dr Arumugaraasah
29	G85138	Albion Street Group Practice
30	G85623	Bermondsey Spa Medical Practice
31	G85632	Villa Street Medical Centre
32	G85642	Blackfriars Medical Practice
33	G85644	The Surgery (<i>The Gardens</i>)
34	G85651	Dulwich Medical Centre
35	G85681	The Lordship Lane Surgery
36	G85685	Nunhead Surgery

37	G85692	Surrey Docks Health Centre
38	G85705	The New Mill Street Surgery
39	G85707	East Dulwich Primary Care Centre
40	G85712	Avicenna Health Centre
41	G85715	Lister Primary Care Centre - Hurley Group Practice
42	G85721	The Surgery (<i>East Street</i>)
43	G85723	Lister Primary Care Centre - Dr Hossain
44	G85726	St Giles Surgery, Drs Patel, Roseman & Vasant
45	Y00454	Borough Medical Centre (<i>Dr Sharma</i>)

The commissioner estimates that the service cost for 2013-4 will be £130,005, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

Service Specifications in local enhanced service agreement documentation

i – General Practices

The current service level agreements formally held between NHS England and general practice providers governing the services, and valid for 2013-14 are set out below in the service level agreement for the Southwark Stop Smoking Locally Enhances Service Agreement.

Service Level Agreement:

Southwark Stop Smoking Locally Enhanced Service

Southwark BSU lead / payments	
Jean Young Senior Primary and Community Care Commissioner	020 7525 0464

Stop Smoking Service Manager	
Terri Forward	Terri.forward@gstt.nhs.uk
All queries relating to the Stop Smoking Service	020 7525 5518

1 Overview:

This service will contribute to the overall Southwark Stop Smoking Programme. The number of clients using the service in Southwark and the number of smokers quitting is a key performance indicator on which the PCT is measured. Detailed monitoring is submitted to the DH quarterly.

This specification details the scope and type of work to be undertaken for an agreed tariff.

2 Aims and Intended Service Outcomes

- To improve access to and choice of stop smoking services, including access to pharmacological stop smoking aids.
- To assist in the delivery of the Public Service Agreement (PSA) targets included in the NHS Improvement Plan.
- To reduce smoking related illnesses and deaths by helping people to give up smoking.
- To improve the health of the population by reducing exposure to passive smoke.
- To help service users access additional treatment by offering referral to specialist services where appropriate.

3 The Role of General Practice

The service can be provided by any appropriately trained member of staff which includes GPs, Practice Nurses and Health Care Assistants. To provide the service the staff member must:

- Attend level 2 training provided by Southwark Stop Smoking Service (or an equivalent PCT). This requires attendance at a 2 day course and an annual update. If training has been received elsewhere the Smoking Cessation Coordinator will visit and provide local accreditation.
- Maintain the GP stop smoking template
- Support any audit process
- Agree to follow the procedures as outlined in this document

3.1 Quality/Clinical Governance Standards

The Practice will ensure that patients receive a quality service and adhere to the following quality standards:

- Maintain accurate records of interventions, reviews and outcomes
- Keep appropriate health promotion material available for the user group and promote its uptake
- Ensure at all time the adherence to “best practice”
- Co-operate with any locally agreed assessment of service user experience
- Ensure that staff involved in the provision of the service have relevant knowledge and are appropriately trained to deliver the service.
- Ensure that staff involved in the provision of the service are aware of and act in accordance with local protocols and NICE guidance.

3.2 Monitoring Requirements:

- Complete the electronic smoking cessation template for all clients setting a quit date on the initial intervention and the four-week follow-up appointment. For other appointments in-between please use the normal client’s record/file. On EMIS PCS/SYNERGY the template is called Stop Smoking 2008 and on EMIS LV it is Health ed.Smoking.

Data should be refreshed on the 1st of every month to ensure timely submission of stop smoking data within the specified deadlines and to allow performance to be reviewed on a monthly basis. For those practices that are not using QMS, data should be submitted using the secure NHS.net email address sou-pct.stopsmoking@nhs.net to SSSS by 1st of the month. ,

- The information that must be included on the template is:
 - Name and date of birth of the patient
 - Ethnicity
 - Occupation
 - The quit date
 - Co reading on setting a quit date
 - Type of medication used
 - Information on follow ups over the next four weeks – please record if the patient does not answer/make contact for each follow up
 - CO reading when claiming for a four week quitter

- Practices must ensure that their systems are updated appropriately. Practice data will be extracted using Practice Focus. This data will be uploaded onto QuitManager and will be used for payment purposes

- All patients who do not manage to quit or are lost to follow up should be contacted again after a period of 6 to 8 weeks to see if they would like to try to quit again. An audit of these contacts should be carried out once a quarter.

3.3 SUMMARY OF GP STOP SMOKING PROGRAMME

SESSION	TIME FRAME FOR INTERVENTION	EXAMPLES OF WHAT TO COVER	NRT SUPPLIED	MONITORING INFORMATION
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				TO COMPLETE
Contact 1	Usually within 2 weeks prior to quit date or on actual quit date (if client wishes to stop immediately) Often is week 0 of quit attempt. May not be more than two weeks after quit date if client accesses support post quitting.	Outline of GP stop smoking programme and other stop smoking options within Lambeth Smoking History Completion of monitoring information Addiction levels (no. cigarettes etc smoked per day; time to first cigarette, CO reading) Smoking triggers and development of plan to cope with them Possible withdrawal symptoms may experience Description of NRT, Zyban or Champix available and two-weeks supplied if client wishes to use it Arrange follow-up appointment one week later	Two weeks supply of NRT, Zyban or Champix	Complete the initial consultation information required on the template / sophie.
Contact 2 (can be conducted over the phone)	Usually one week post quit-date	Progress to date-offer positive encouragement if done well If any lapses discussion of how to avoid them in future, if client wishes to continue with quit attempt CO reading Any benefits noticed Arrange follow-up appointment one week later		
Contact 3	Usually two weeks post quit date	Same as for contact 2	Two weeks supply of NRT, Zyban or Champix	
Contact 4 (can be conducted over the phone)	Usually 3 weeks post quit date	Same as contact 2		
Contact 5	Usually 4 weeks post quit date. Four week follow-up assessment of smoking status. Needs to be at least 25 days after quit date, and within 6 weeks of it.	Same as contact 2. Congratulate if successful quitter. Offer further support in 3-4 weeks time if they wish and remain quit. If relapsed offer praise for making an attempt, advise to make another attempt when ready in the future either with the GP or other stop smoking service in Lambeth	If client has successfully quit offer 4 weeks supply of NRT, Zyban or Champix (in one go) If client has not quit do not supply any more NRT, Zyban or Champix	Complete the 4 week follow up information required on the template / sophie.

Contact 6	7-8 weeks after quit date, if still stopped smoking	Same as contact 2. If remain quit congratulate again, offer tips on remaining smokefree. If haven't already give information on NHS Stop Smoking Helpline (0800 169 0 169) and/or QUIT (0800 002200)	If client remains quit offer a further 4 weeks supply of NRT, Zyban or Champix	
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It is recommended that stop smoking treatments are supplied on an abstinent contingency model i.e. if a client has failed to stop smoking at the second session or any session thereafter they should not be given a further supply. If the patients has had a lapse in the first two weeks we would normally allow another 2 weeks supply.

Four-week follow up, or assessment of smoking status, must be carried out at least 25 days after the quit date, and within 6 weeks (42 days) of it. Follow-ups can be carried out face-to-face, by telephone, text, e-mail or postal questionnaire. All patients need to be confirmed as quit or not quit within 25- 42 days of them setting their quit date, if not they will be classed as 'lost to follow' for the purpose of DH reporting and not count towards the achievement of the NHS Southwark target.

If a client reports continuous abstinence from smoking from day 14 post-quit date to the four-week follow-up point they can be counted as a successful four-week quitter.

The DH has stipulated that if a patient does smoke/relapse within two weeks of their quit date then they can still be counted as having stopped smoking. This definition of quitting is to allow a period of 'grace' in recognition of the fact that some smokers struggle in the first few weeks of stopping smoking but then do manage to quit.

It is essential for all clients to be offered weekly support sessions for at least the first 4 weeks after their quit date.

4 Eligibility Criteria

Client criteria for acceptance:

- Working or living in Southwark
- Currently smoking
- Should consent for monitoring information to be shared with the stop smoking service and NHS Southwark.
- Motivated to quit smoking and willing to set a quit date within the next 2 weeks,

5. The BSU obligations:

The BSU has provided a Carbon Monoxide (CO) Monitor but reserves the right to levy a charge of up to £400 if damaged or lost. The practice can order additional cardboard mouthpieces and plastic D piece mouthpieces as necessary from the SSS by emailing sou-pct.stopsmoking@nhs.net. A CO monitor can be recalled where there have been no clients registered in any 3 month period.

The service will be reviewed at review meetings. The agreement will be for one year from the commencement date and reviewed annually in the areas of: service quality, benefits to the users of the service and value for money.

6. Service Tariff

The service tariff will reflect information derived extracted through QMS. The fees for this year are:

- £15.00 for each patient that sets a quit date and a further
- £115.00 for each successful cessation of smoking.

For this year the payment system will change to reflect an enhanced fee for successful quitters. The overall aim is to improve the conversation rate i.e. (people that set a date to quit smoking and go on to actually quit smoking). Evidence suggests that by having regular interventions at weekly intervals increases the success rate of patients quitting smoking.

- Practices must fully complete Southwark Stop Smoking IT system template with patient details and ensure that Practice Focus is run in time to submit data for monitoring and payment purposes. This data will in turn be inputted onto Quit Manager, approved DH database.
- Practices will be paid on a quarterly basis through PMS/GMS statements after the end of each quarter
- Performance of the practice set to quit rate will be monitored in each year and providers who fail to show a minimum level of quitters of 30% may not be re-commissioned in future years; London average 2010/11 average 46%

For the avoidance of doubt the period for each DH reporting quarter during 2012/13 is as follows:

Quarter	Period Dates (Quit dates from/to)	Submission Dates for Refreshing QMS data
Quarter 1	01/04/12 – 30/06/12	01/09/12
Quarter 2	01/07/12 – 30/09/12	01/12/12
Quarter 3	01/10/12 –31 /12/12	01/03/13

Quarter 4	01/01/13 – 31/03/13	01/06/13
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It is expected that the GP practice will carry out all follow ups and update the template accordingly prior to the submission for that quarter (see quarterly submission deadlines above)

Any amendments made after the quarterly data submission deadlines will not be picked up by QMS and as such will not be paid until an end of year reconciliation is completed. Following the end of year reconciliation, any relevant adjustments for 2012/13 will be made and this will be the final payment for activity in 2012/13.

Balanced Scorecard

Last year General Practice in Southwark achieved an average 28% success rate where the average success rate for London was 46%. NHS Southwark intend to use the information for the purposes of the balanced scorecard. For this year Practices will be scored according to the success ratio of quitters to setters. For Practices that achieve a successful quit ratio of 35% or above that will be rated as green for Practices that achieve a successful quit ratio between 28% and 34% will be rated as amber. For all practices that achieve less than 28% will be rated as red. Please note this is for information purposes and does not affect your payment, however the information is provided to support practices to achieve enhanced results for this year.

7. Referring to Other Stop Smoking Service providers

The type of people who request the service will be very varied. Some of them may have tried numerous times before to stop smoking or may have a medical history which means that they may benefit from support from a level 3 advisor with more experience. Specialist services offer more intensive support for smokers that may find it harder to stop smoking. Those eligible will be offered,

- Opportunity for more preparation prior to quitting
- Longer appointments
- Support over a longer period
- Additional support between appointments

TEL: 0800 856 3409 OR FAX THE APPROPRIATE SERVICE REFERRAL FORM TO 020 7525 7455 OR EMAIL SECURELY FROM A NHS NET ACCOUNT TO sou-pct.stopsmoking@nhs.net

If patients do not wish to be referred, it is at your discretion to decide whether they would benefit from the level of intervention you can offer them.

N.B Please remember that we will be evaluating the service for evidence of effectiveness in assisting people to stop smoking.

ii – Pharmacies

The current service level agreements formally held between NHS England and pharmacy providers governing the services, and valid for 2013-14 are set out below in the service level agreements for Southwark Smoking Cessation Locally Enhanced Service and Southwark Community Pharmacy Nicotine Replacement Therapy (NRT) Supply.

Service Level Agreement:

Southwark Smoking Cessation Locally Enhanced Service

Southwark BSU lead / payments	
Jean Young Senior Primary and Community Care Commissioner	020 7525 0464
Stop Smoking Service Manager	
Terri Forward	Terri.forward@gstt.nhs.uk 020 7525 5518

1 Overview:

The Pharmacy Stop Smoking Service will contribute to the overall Southwark PCT Stop Smoking Programme. The number of clients using the service in Southwark and the number of smokers quitting is a key performance indicator by which the PCT is measured. Detailed monitoring is submitted to the DH quarterly. The service should provide one to one support and advice to people who want to give up smoking.

This specification details the scope and type of work to be undertaken for an agreed tariff.

2 Aims and Intended Service Outcomes

- To improve access to and choice of stop smoking services, including access to pharmacological stop smoking aids.
- To assist in the delivery of the Public Service Agreement (PSA) targets included in the NHS Improvement Plan.
- To reduce smoking related illnesses and deaths by helping people to give up smoking.
- To improve the health of the population by reducing exposure to passive smoke.
- To help service users access additional treatment by offering referral to specialist services where appropriate.

3 The Role of Pharmacy Providers

The service can be provided by any appropriately trained member of staff which includes pharmacies and counter assistants. To provide the service the staff member must:

- Attend level 2 training provided by Southwark Stop Smoking Service (or an equivalent PCT). This requires attendance at a 2 day course and an annual update. If training has been received elsewhere the Smoking Cessation Coordinator will visit and provide local accreditation.
- Ensure activity and monitoring information is fed back to the stop smoking service either via submission of paper monitoring forms or by entering activity onto quitmanager, the stop smoking service database
- Be based in a registered pharmacy at an address within Southwark PCT boundaries and with an NHS dispensing contract
- Support any audit process
- Participate in health promotion campaigns
- Support a minimum of 5 people to stop smoking each quarter.
- Agree to follow the procedures as outlined in this document

3.1 Quality/ Clinical Governance Standards

The pharmacist will ensure that patients receive a quality service and adhere to the following quality standards:

- Maintain accurate records of interventions, reviews and outcomes
- Keep appropriate health promotion material available for the user group and promote its uptake
- Ensure at all time the adherence to “best practice”
- Co-operate with any locally agreed assessment of service user experience
- Ensure that staff involved in the provision of the service have relevant knowledge and are appropriately trained to deliver the service.
- Ensure that staff involved in the provision of the service are aware of and act in accordance with local protocols and NICE guidance.

3.3 Monitoring Requirements:

Pharmacies should complete episode details on Quit Manager during, or as soon after the session as possible. It is recommended that this is done no later than 1 week after the session to maintain data quality. For pharmacies using paper monitoring forms these should be returned to the stop smoking service monthly

For the purposes of payment and meeting the DH reporting requirements the pharmacy needs to complete the patient records on Quit Manager for the relevant quit dates by the submission deadlines below each quarter. For pharmacies completing paper monitoring forms all paperwork for each quarter should be submitted by the quarterly deadline and not submitted at year end. This will enable timely and accurate payment

Quarter	Period Dates (Quit dates from/to)	Submission deadlines
Quarter 1	01/04/12 – 30/06/12	12/08/12
Quarter 2	01/07/12 – 30/09/12	12/11/12
Quarter 3	01/10/12 – 31/12/12	12/02/13
Quarter 4	01/01/13 – 31/03/13	13/05/13

Payment is made in accordance with the data that is entered by the pharmacy onto quitmanager and paperwork submitted to the stop smoking service each quarter. Paperwork submitted after the quarterly deadlines will not be paid until the end of the year. **It is therefore important that each session, quit status at 4 weeks and treatment provided, are entered accurately and each episode completed on time.**

All providers should have tried to contact any patients lost-to-follow up on at least 3 occasions (DH guidance) to ascertain their smoking status prior to completing the episode on Quit Manager.

Episodes should be completed as fully as possible. The four-week follow-up must be completed whether the patient has quit, not quit or is lost-to-follow up.

If treatment episodes are not completed prior to Smokefree Southwark's reporting deadline to the Department of Health each quarter payment will not be made until the end of the year.

3.3 SUMMARY OF PHARMACY STOP SMOKING PROGRAMME

SESSION (AS ON database)	TIME FRAME FOR INTERVENTION	EXAMPLES OF WHAT TO COVER	NRT SUPPLIED	MONITORING INFORMATION TO COMPLETE
Session 1	Usually within 2 weeks prior to quit date or on actual quit date (if patient wishes to stop immediately) Often is week 0 of quit	Outline of pharmacy stop smoking programme and other stop smoking options within Southwark Smoking History, Addiction levels (no.	One week supply NRT 2 week supply Champix	Pharmacy stop smoking database All information up to the end of contact 1 should be completed

	attempt. May not be more than two weeks after quit date if patient accesses support post quitting.	cigarettes etc smoked per day; time to first cigarette, CO reading) Smoking triggers and development of plan to cope with them Possible withdrawal symptoms may experience Description of NRT available and one-week supplied if patient wishes to use it Arrange follow-up appointment one week later		today
Session 2	Usually one week post quit-date	Progress to date-offer positive encouragement if done well If any lapses discussion of how to avoid them in future, if patient wishes to continue with quit attempt CO reading Any benefits noticed Supply of NRT Arrange follow-up appointment one week later	One week's supply NRT	Session 2 on database
Session 3	Usually two weeks post quit date	Same as for session 2	2 week's supply NRT 2 week supply Champix	Session 3 on Database
Session 4	Usually 3 weeks post quit date	Same as session 2		Session 4 on database
Session 5	Usually 4 weeks post quit date. Four week follow-up assessment of smoking status. Needs to be at least 25 days after quit date, and within 42 days of it.	Same as session 2. Congratulate if successful quitter. Relapse prevention. If relapsed offer praise for making an attempt, advise to make another attempt when ready in the future either with the pharmacy or other stop smoking service in Southwark	If patient has successfully quit offer 4 weeks supply of NRT (in one go) If patient has not quit do not supply any more NRT If patient is abstinent	Session 5 on database and four-week follow-up field

continue to
provide 2
weekly
supply of
Champix for
further 4
weeks

It is recommended that stop smoking treatments are supplied on an abstinent contingency model i.e. if a client has failed to stop smoking at the second session or any session thereafter they should not be given a further supply. If the patients has had a lapse in the first two weeks we would normally allow another 2 weeks supply.

Four-week follow up, or assessment of smoking status, must be carried out at least 25 days after the quit date, and within 6 weeks (42 days) of it. Follow-ups can be carried out face-to-face, by telephone, text, e-mail or postal questionnaire. All patients need to be confirmed as quit or not quit within 25- 42 days of them setting their quit date, if not they will be classed as 'lost to follow' for the purpose of DH reporting and not count towards the achievement of the NHS Southwark target.

If a client reports continuous abstinence from smoking from day 14 post-quit date to the four-week follow-up point they can be counted as a successful four-week quitter.

The DH has stipulated that if a patient does smoke/relapse within two weeks of their quit date then they can still be counted as having stopped smoking. This definition of quitting is to allow a period of 'grace' in recognition of the fact that some smokers struggle in the first few weeks of stopping smoking but then do manage to quit.

It is essential for all clients to be offered weekly support sessions for at least the first 4 weeks after their quit date.

4 Eligibility Criteria

Client criteria for acceptance:

- Working, living, studying in Southwark
- Currently smoking
- Should consent for monitoring information to be shared with the stop smoking service and NHS Southwark.
- Motivated to quit smoking and willing to set a quit date within the next 2 weeks,

5 The BSU obligations:

The BSU has provided a Carbon Monoxide (CO) Monitor but reserves the right to levy a charge of up to £400 if damaged or lost.

The service will be reviewed at review meetings. The agreement will be for one year from the commencement date and reviewed annually in the areas of: service quality, benefits to the users of the service and value for money.

6 Service Tariff

The service tariff will reflect information derived through Quitmanager. This can be entered directly by the pharmacy or entered by the stop smoking service following receipt of monitoring information by the pharmacy. The fees for this year are:

- £15.00 for each patient that sets a quit date and a further
- £115.00 for each successful cessation of smoking.

These payments will be subject to accurate and satisfactory recording of the intervention episodes on Quit Manager database or submission of monitoring forms within the specified deadlines

On receipt of the monitoring information, NHS Southwark shall pay the amount properly due to the Provider under this Agreement within 30 days of receipt by the Authorised Officer of the monitoring information from the Provider. Due to the nature of DH smoking cessation reporting requirements, quitter figures and payments will only be calculated after the end of every quarter. However monthly monitoring information can be accessed electronically to enable performance activity to be monitored and support provided by LSSS to the provider where appropriate.

The payment system reflects an enhanced fee for successful quitters. The overall aim is to improve the conversation rate i.e. (people that set a date to quit smoking and go on to actually quit smoking). Evidence suggests that by having regular interventions at weekly intervals increases the success rate of patients quitting smoking.

Stop smoking treatments will be paid at cost price plus VAT for a maximum of 8 week's supply. Treatment should only be supplied after 4 weeks if the patient remains abstinent from smoking.

For clients that pay prescription charges, 1 prescription charge should be charged for up to 2 products.

For the avoidance of doubt the period for each DH reporting quarter during 2012/13 is as follows:

Quarter	Period Dates (Quit dates from/to)	Submission deadlines
Quarter 1	01/04/12 – 30/06/12	12/08/12
Quarter 2	01/07/12 – 30/09/12	12/11/12
Quarter 3	01/10/12 – 31/12/12	12/02/13
Quarter 4	01/01/13 – 31/03/13	13/05/13

It is expected that the pharmacy will carry out all follow ups and update the monitoring form/quitmanager accordingly prior to the submission for that quarter (see quarterly submission deadlines above)

ALL MONITORING INFORMATION FOR 2012-2013 NEEDS TO BE RECEIVED BY THE STOP SMOKING SERVICE BY 14 MAY 2013. NO PAYMENT WILL BE MADE FOR NRT OR INTERVENTION FOR ACTIVITY SUBMITTED AFTER THIS DATE

Balanced Scorecard

Last year Pharmacy in Southwark achieved an average 31% success rate where the average success rate for London was 46%. NHS Southwark intend to use the information for the purposes of the balanced scorecard. For this year pharmacies will be scored according to the success ratio of quitters to setters. For pharmacies that achieve a successful quit ratio of 35% or above that will be rated as green for pharmacies that achieve a successful quit ratio between 28% and 34% will be rated as amber. For all pharmacies that achieve less than 28% will be rated as red. Please note this is for information purposes and does not affect your payment, however the information is provided to support practices to achieve enhanced results for this year.

7 Referring to Other Stop Smoking Service providers

The type of people who request the service will be very varied. Some of them may have tried numerous times before to stop smoking or may have a medical history which means that they may benefit from support from a level 3 advisor with more experience. Specialist services offer more intensive support for smokers that may find it harder to stop smoking. Those eligible will be offered,

- Opportunity for more preparation prior to quitting
- Longer appointments
- Support over a longer period
- Additional support between appointments

TEL: 0800 856 3409 OR FAX THE APPROPRIATE SERVICE REFERRAL FORM TO___.

If patients do not wish to be referred, it is at your discretion to decide whether they would benefit from the level of intervention you can offer them. N.B Please remember that we will be evaluating the service for evidence of effectiveness in assisting people to stop smoking.

Service Level Agreement:

Community Pharmacy NRT Supply

This agreement is between:

NHS Southwark, 160 Tooley Street

And

1. Aim

To provide Nicotine Replacement Therapy (NRT) using a voucher system to clients attending smoking cessation support sessions with an advisor that is unable to prescribe.

Service Outline

- All clients who attend smoking cessation support sessions will be provided with a maximum of two NRT products throughout the course of the intervention
- The client will be given a voucher (Appendix 1). The voucher will have been partially completed by the smoking cessation advisor with
 - The client's details
 - A circled voucher number
 - The type and quantity of NRT to be supplied
- The client will be offered to attend any of the participating pharmacies to redeem the voucher for their chosen NRT.
- The client will then present the completed voucher to the pharmacist in exchange for the type of NRT indicated by the smoking cessation advisor.
- No prescription charge should be charged to the customer
- The reimbursement for NRT supply will be for the cost price + VAT of the NRT product supplied, plus a handling fee of £1 per voucher.
- Vouchers must be submitted quarterly. Deadlines are in accordance with existing deadlines for the return of client monitoring forms.

Quarter	Period Dates (Quit dates from/to)	Submission Dates for Receipt of Monitoring Forms
Quarter 1	1/4/11 – 30/6/11	12/8/11
Quarter 2	1/7/11 – 30/9/11	14/11/11
Quarter 3	1/10/11 – 31/12/11	14/2/12
Quarter 4	1/1/12 – 31/3/12	14/5/12

- Vouchers should be returned to

Southwark Stop Smoking Service,

NHS Southwark

Smoking Cessation, PO Box 64529, London SE1P 5LX

- All vouchers must be returned to the Stop Smoking Service by the end of the financial year. Please note that vouchers need to be reimbursed within the budget of the financial year they are supplied in. Therefore if the pharmacy fails to return vouchers dated from 01/04/2012 – 31/03/2013 by the 14th May 2012 no payment will be reimbursed for that voucher.

2. Quality Indicators

1. Participating pharmacies should ensure that there will be trained staff able to supply the NRT during all opening times to clients. Please ensure all staff are aware of the voucher scheme.
2. Prescriptions for more than 2 products, or for longer than 4 weeks should be queried with the stop smoking service prior to dispensing.
3. The voucher presented to the pharmacists by the client should be exchanged for the type of NRT indicated on the voucher only.
4. The pharmacy should provide the client with the most cost effective product in that range i.e. the cheapest cost price.
5. Pharmacies should assume that clients who receive a voucher from a smoking cessation advisor will also be receiving support from them and should not be offering an intervention to these clients. Therefore, pharmacists will NOT be able to count this client as one of their own quitters. However, when dispensing NRT the pharmacist should ensure that they give the advice and instructions that would usually be given with the product.
6. When completing the voucher, the pharmacist must do the following in order to obtain reimbursement:
 - Check the client's details
 - Check the date the voucher was supplied to the client
 - Insert the brand name of the NRT supplied
 - Clearly print the pharmacist's name with pharmacy stamp

NHS Southwark representative

Signed Date 20/05/2011

Print name:

Community Pharmacist Responsible

Signed Date

Print name

Appendix S3D.2

Financial contributions for the period to 31 March 2014

The Council's financial contributions under this Agreement from the Commencement Date to the end of the Financial Year 2013/2014 for the Commissioned Services provided for in this Schedule 3E will be a pro-rated amount of the annual figures set out below.

The Council's financial contributions for any agreed extended period beyond the initial term will be agreed between the Partners in advance of the end of the preceding Financial Year.

The Designated Body shall allocate the financial contributions set out below to separate non-pooled funds for each of the Commissioned Services.

LOCAL ENHANCED SERVICES	
SMOKING CESSATION LES IN GP PRACTICES	£130,005
SMOKING CESSATION LES IN COMMUNITY PHARMACIES	£62,353
NRT PROVISION LES IN COMMUNITY PHARMACIES	£51,899
TOTAL	£244,257

Schedule 3E

The commissioning of sexual health local enhanced services (LESs)

Partners will work together to ensure an effective lead commissioning arrangement is in place for the commissioning by the Designated Body of sexual health LESs for the residents of Southwark. The Designated Body will be the CCG and it will be responsible for carrying out the duties and responsibilities outlined here, acting at all times within the aims and objectives of the Agreement set out in Schedule 1, using the Delegated Functions identified in Schedule 2 and in compliance with the Council's constitution and policies.

The Services set out at this Schedule 3E will, subject to termination of this Agreement under Clauses 2 or 10, be provided for an initial term expiring on 31 March 2014, and thereafter may be extended by agreement between the Partners for successive periods of up to 3 years, unless or until terminated by either Partner giving to the other 3 months prior written Notice. The end of the period of written Notice need not coincide with the end of a calendar month. For the avoidance of doubt, expiry of the initial term or any subsequently agreed further term is not subject to notice having been given by either Partner and there will be no automatic roll-over or extension of the Services set out at this Schedule 3E without the prior written agreement of the Partners.

Partners have agreed to review the lead commissioning agreement within this Schedule at the earliest opportunity with a view to putting in place long term arrangements from April 2014.

Commissioned Services

In carrying out its lead commissioning role, the Designated Body will commission the following Commissioned Services from the Southwark General Practitioners ("**GPs**") and community pharmacies set out at Appendix S3E.1 in line with the service specifications set out at Appendix S3E.1 to this Schedule:

1. Long Acting Reversible Contraception ("**LARC**") LES provided in GP practices
2. chlamydia screening LES provided in GP practices

3. sexual health level 1 LES provided in community pharmacies
4. sexual health level 2 LES provided in community pharmacies
5. oral contraception LES provided in community pharmacies

The Designated Body will co-operate with commissioning arrangements already in place for sexual health misuse services at the Council including regularly reporting back to and consulting with the Council's Public Health Commissioning Manager or such other persons as the Council shall specify from time to time and also the Lambeth Southwark and Lewisham ("**LSL**") Sexual Health Commissioning Board.

Representatives from the Delegated Body with relevant knowledge of the Services will attend monthly meetings with the relevant commissioners at the Council (and in the case of sexual health services within the LSL team) and use best reasonable efforts to ensure that representatives of the providers of the Commissioned Services also attend.

Exit arrangements

Partners agree to ensure that services to the residents of Southwark are not disrupted in the event that Partners determine that the agreement set out in this Schedule should be ended. The Designated Body will set out detailed provisions as to exit arrangements and these will include measures to:

- maintain continuity of the Services;
- allocate and/or dispose of any goods or assets relating to a Project;
- assign responsibility for debts and on-going contracts;
- assign responsibility for the continuance of Service Contracts subject to the agreement of either Partner to continue contributing to the costs of the Service Contracts;
- share liabilities where appropriate incurred by the Host Partner and/or the Partner with the responsibility for commissioning the Services; and
- such other matters as the Partners deem reasonably necessary

Appendix S3E.1

Commissioned Services

The commissioning of local enhanced services for sexual health services

Southwark Clinical Commissioning Group (CCG) will undertake to manage and pay the following local enhanced services, on behalf of Southwark Council.

Southwark CCG will report quarterly to Southwark Council on the current and forecast spend for the services for the current year and on the performance of the service. The CCG will report this to the Health and Social Care Partnership Board (HSPB).

Southwark CCG will include financial and performance information on these services within the annual report prepared on the services within the s75 partnership agreement.

Where financial information is available monthly, this will be submitted as a report to the local authority commissioner.

Any necessary central performance reporting relating to the performance of these services will be completed and advised to the local authority lead commissioner ahead of submission.

Southwark CCG will ensure that appropriate records are held and retained for audit and review purposes on activity information, payments and any necessary management of any arising clinical governance issues in addition to the main terms set out within the body of the agreement.

Southwark CCG will advise general practices and pharmacies of appropriate cut off dates for the submission of activity reports and requests for payments, and of the contact points to which these should be submitted.

Southwark CCG will take appropriate steps to ensure that Patient Group Directives are in place and adhered to for the relevant services.

The **pharmacy sexual health levels 1 & 2** local enhanced service provides contraception consultations and health promotion advisory materials to eligible persons, with the option of also supplying oral contraceptives. Some pharmacy providers of these services also offer Chlamydia and Gonorrhoea screening to under 25s, and Chlamydia treatment. These providers also offer free condoms to encourage safer behaviours and advice and emergency hormonal contraception where necessary.

Level 1 is financially re-numerated at £18 per emergency hormonal contraception and Chlamydia consultation. Chlamydia only consultation and screening is re-numerated at £1.

There are agreements in place with, and the service is provided by, the following pharmacies:

	Pharmacy Name	Pharmacy Location
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1	ABC Pharmacy (ABC Drugstores Ltd)	13 Camberwell Church Street
2	BONAMY PHARMACY (Mildcare Ltd)	355 Rotherhithe New Road
3	BOOTS THE CHEMIST (Boots UK Ltd)	333-334 Elephant & Castle
4	BOOTS THE CHEMIST (Boots UK Ltd)	Unit 11-13
5	BOOTS THE CHEMIST (Boots UK Ltd)	289-291 Walworth Road
6	BUTTERFLY PHARMACY (Targetgrange Ltd)	17 Butterfly Walk
7	CLASSIC PHARMACY (St Georges Healthcare)	55 St.Georges Road
8	DAVIS CHEMIST (Medimpo Ltd)	10 Crossthwaite Avenue
9	DAY LEWIS PHARMACY (Day Lewis PLC)	1-3 Melbourne Terrace
10	DAY LEWIS PHARMACY (Day Lewis PLC)	34 Forest Hill Road
11	EAST STREET CHEMIST (Medimpo Ltd)	18 East Street
12	FOSTER & SONS CHEMIST (Monokove Ltd)	14 Forest Hill Road
13	FOURWAYS CHEMISTS (Targetgrange Ltd)	36 Denmark Hill
14	HARFLEUR CHEMIST (V.U. Chem Ltd)	107 Tower Bridge Road
15	HERNE HILL PHARMACY (Jaydip Ltd)	75 Herne Hill
16	JAMAICA ROAD PHARMACY (Flexihealth Ltd)	182 Jamaica Road
17	Kembers & Lawrence Pharmacy (Targetgrange Ltd)	10-11 Camberwell Green
18	KRISTAL PHARMACY (Jaffer M)	127-129 Evelina Road
19	LINGS CHEMIST (Barntwist Ltd)	269 Old Kent Road
20	LLOYDS PHARMACY (Lloyds Pharmacy Ltd)	18 Harper Road
21	LLOYDS PHARMACY (Lloyds Pharmacy Ltd)	147-149 Peckham Hill Street
22	LLOYDS PHARMACY (Lloyds Pharmacy Ltd)	43-45 Northcross Road

23	MADDOCK PHARMACY (Medimpo Ltd)	5 Maddock Way
24	MEDICA PHARMACY (Mr M Shah & Ms S Patel)	202 Southwark Park Road
25	MORRISONS PHARMACY (Morrison Supermarkets Ltd)	Aylesham Centre
26	QRYSTAL PHARMACY (Qrystal Pharamcy Ltd)	7 Newington Causeway
27	RIDGWAY PHARMACY (Medimpo Ltd)	251-253 Walworth Road
28	Sainsbury's Pharmacy (Sainsbury's Supermarket Ltd)	80 Dog Kennel Hill
29	SHEEL PHARMACY (Sheel Pharamcy Ltd)	60 Nunhead Lane
30	SHEEL PHARMACY (Sheel Pharamcy Ltd)	3 Sir John Kirk Close
31	SOGIM PHARMACY (SOGIM LTD)	115 Lordship Lane
32	SUPERDRUG PHARMACY (SUPERDRUG STORES PLC)	Unit 4 Butterfly Walk
33	SUPERDRUG PHARMACY (SUPERDRUG STORES PLC)	339 Elephant & Castle
34	SUPERDRUG PHARMACY (SUPERDRUG STORES PLC)	371-375 Walworth Road
35	SURDOCK PHARMACY (Carefield Ltd)	162 Lower Road
36	Taplow Pharmacy (M&R Enterprises LTD)	Unit 5, Ground Floor
37	TESCO INSTORE PHARMACY (Tesco Stores Ltd)	Surrey Quays Shopping Ctre
38	TESCO INSTORE PHARMACY (Tesco Stores Ltd)	Old Kent Road
39	VALE PHARMACY (Pharmville Ltd)	104 Grove Vale
40	VE LETTSOM CHEMIST (Shieldasset Ltd)	84 Vestry Road

Level 2 is financially re-numerated at £18 per emergency hormonal contraception and Chlamydia consultation. Chlamydia only consultation and screening is re-numerated at £1. The contractor will be paid £18 per Chlamydia treatment, including drug cost. Pharmacists

will be re-numerated £2.50 for each pack of 12 condoms handed out, pharmacists will be paid £2.50.

There are agreements in place with, and the service is provided by, the following pharmacies:

	Pharmacy Name	Pharmacy Location
1	Bonamy Pharmacy (Mildcare Ltd)	355 Rotherhithe New Road
2	Davis Chemist (Medimpo Ltd)	10 Crossthwaite Avenue
3	Herne Hill Pharmacy (Jaydip Ltd)	75 Herne Hill
4	Kristal Pharmacy (Jaffer M)	127-129 Evelina Road
5	Lings Chemist (Barntwist Ltd)	269 Old Kent Road
6	Ridgway Pharmacy (Medimpo Ltd)	251-253 Walworth Road

The commissioner estimates that the service cost for both Levels 1 and 2 combined in 2013-14 will be £111,956, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

The **provision of oral contraceptives in community pharmacies** local enhanced service provides for community pharmacies to offer contraception consultations and health promotion advisory materials to eligible persons, with the option of also supplying oral contraceptives.

It is financially re-numerated at £20 for an initial contraception consultation where a pill is supplied, or £7 for a subsequent contraceptive consultation where a pill is supplied, or £10 for a contraceptive consultation with no supply of a pill. The cost of any contraceptive pill supplied plus VAT is also covered in addition to the consultation payment.

There are agreements in place with, and the service is provided by, the pharmacies set out below:

	Pharmacy Name	Location
1	Flexihealth Ltd (Jamaica Road Pharmacy)	182 Jamaica Road
2	Medimpo Ltd (Ridgway Pharmacy)	251-253 Walworth Road

3	DP & SP Ltd (Lenny Chemist)	309 East Street
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The commissioner estimates that the service cost for 2013-4 will be £16,236, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

The **general practice sexual health Chlamydia screening** provides Chlamydia and Gonorrhoea screening to eligible young patients, appropriate brief interventions where necessary on safer behaviours, treatment and care, follow-up and referral and sign-posting to other appropriate services

It is financially re-numerated on the basis set out below:

Threshold	Payment per completed screen
Up to 17% of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£6
Between 17% and 35% of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£8
35% or more of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£13

There are agreements in place with, and the service is provided by, the general practices set out below:

	Practice Code	GP Practice name
1	G85001	Forest Hill Road Group Practice
2	G85006	Acorn Surgery & Gaumont House Surgery
3	G85012	The Aylesbury Partnership
4	G85019	The Trafalgar Surgery
5	G85029	Falmouth Road Group Practice
6	G85030	Concordia Parkside Medical Centre
7	G85031	DMC Chadwick Road
8	G85034	Princess Street Group Practice

9	G85040	Queens Road Surgery
10	G85042	St Giles Surgery, Drs Virji & Begley
11	G85050	Sir John Kirk Close Surgery
12	G85051	Elm Lodge Surgery
13	G85052	Old Kent Road Surgery
14	G85082	Maddock Way Surgery
15	G85084	Penrose Surgery
16	G85087	Silverlock Medical Centre
17	G85091	3-Zero-6 Medical Centre
18	G85094	Bermondsey & Lansdowne Medical Mission
19	G85095	Manor Place Surgery
20	G85097	Grange Road Practice
21	G85106	Borough Medical Centre (<i>Dr Misra</i>)
22	G85112	Hambleden Clinic
23	G85119	Sternhall Lane Surgery
24	G85125	Park Medical Centre
25	G85132	Concordia Melbourne Grove Medical Practice
26	G85138	Albion Street Group Practice
27	G85623	Bermondsey Spa Medical Practice
28	G85632	Villa Street Medical Centre
29	G85642	Blackfriars Medical Practice
30	G85644	The Surgery (<i>The Gardens</i>)

31	G85651	Dulwich Medical Centre
32	G85681	The Lordship Lane Surgery
33	G85685	Nunhead Surgery
34	G85692	Surrey Docks Health Centre
35	G85705	The New Mill Street Surgery
36	G85715	Lister Primary Care Centre - Hurley Group Practice
37	G85721	The Surgery (<i>East Street</i>)
38	G85723	Lister Primary Care Centre - Dr Hossain
39	Y00454	Borough Medical Centre (<i>Dr Sharma</i>)

The commissioner estimates that the service cost for 2013-4 will be £21,826, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis.

The **general practice sexual health long acting, reversible contraception (LARC)** local enhanced service provides long-acting, reversible contraceptive services provide fitting, monitoring and check-ups for patients with sub-dermal contraceptive implants and intra-uterine contraceptive devices.

It is financially re-numerated at the rates below:

Intra-uterine device:

£85.00 insertion fee per patient.
£20.00 for a 6 week check fee per patient

Sub-dermal Implants

Costs

£45.00 insertion fee, including replacements.
£45.00 removal fee.

There are agreements in place with, and the service is provided by, the general practices set out below:

	Practice Code	GP Practice Name
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1	G85001	Forest Hill Road Group Practice
2	G85006	Acorn Surgery & Gaumont House Surgery
3	G85007	Lister Primary Care Centre - Dr Ullah
4	G85012	The Aylesbury Partnership
5	G85013	Camberwell Green Practice
6	G85029	Falmouth Road Group Practice
7	G85030	Concordia Parkside Medical Centre
8	G85031	DMC Chadwick Road
9	G85034	Princess Street Group Practice
10	G85042	St Giles Surgery, Drs Virji & Begley
11	G85050	Sir John Kirk Close Surgery
12	G85051	Elm Lodge Surgery
13	G85087	Silverlock Medical Centre
14	G85091	3-Zero-6 Medical Centre
15	G85094	Bermondsey & Lansdowne Medical Mission
16	G85095	Manor Place Surgery
17	G85119	Sternhall Lane Surgery
18	G85132	Concordia Melbourne Grove Medical Practice
19	G85134	Lister Primary Care Centre - Dr Arumugaraasah
20	G85138	Albion Street Group Practice
21	G85632	Villa Street Medical Centre
22	G85644	The Surgery (<i>The Gardens</i>)

23	G85651	Dulwich Medical Centre
24	G85681	The Lordship Lane Surgery
25	G85692	Surrey Docks Health Centre
26	G85712	Avicenna Health Centre
27	G85723	Lister Primary Care Centre - Dr Hossain
28	G85726	St Giles Surgery, Drs Patel, Roseman & Vasant

The commissioner estimates that the service cost for 2013-4 will be £47,685, the same as the 2012-13 spend. Variances in activity from this will be advised and payments adjusted to reflect variances in activity on a quarterly basis

Service Specifications in local enhanced service agreement documentation

i – General Practices

The current service level agreements formally held between NHS England and general practice providers governing the services, and valid for 2013-14 are set out below in the service level agreements for the Southwark Long Acting Reversible Contraception Local Enhanced Service and the Chlamydia Screening Local Enhanced Service.

Service Level Agreement:

Southwark Chlamydia Screening Local Enhanced Service

Southwark BSU lead / payments	
Jean Young Senior Primary and Community Care Commissioner	020 7525 0464
LSL Sexual Health Commissioner	

2. AIMS AND SCOPE

The outcomes this LES seeks to deliver are:

- To increase the access to opportunistic Chlamydia and Gonorrhoea screening, in compliance with The National Chlamydia Screening Programme's core requirements for young people
- To increase the rate at which Chlamydia Trachomatis and Gonorrhoea Neisseria are diagnosed, with the intent to reduce the onward transmission of infection
- To integrate, develop and sustain the delivery of sexual health services in General Practices

This will be achieved by

- Identifying eligible patients between 15 and 24 years old who are sexually active
- Communicating the availability of the Chlamydia and Gonorrhoea screening service
- Performing Chlamydia and Gonorrhoea screening
- Providing appropriate brief intervention
- Providing appropriate follow up including partner notification
- Providing appropriate treatment and care
- Providing appropriate referral or sign posting
- Recording outcomes
- Complying with IT requirements

Under this LES, contractors will be paid to screen their 15-24 year old cohort for Chlamydia and Gonorrhoea. The incentive scheme reflects the LDP targets to screen 35% of Southwark's young population.

The financial incentive earned by practices will be dependant upon the total percentage of screens completed on the 15-24 year old population registered inclusive. Repeat and first-time screens carried out between the 1st April 2012 and 31st March 2013 on the programme will contribute to meeting practice targets.

Finance

Threshold	Payment per completed screen
Up to 17% of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£6
Between 17% and 35% of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£8
35% or more of registered patients aged between 15 – 24 years old have received a completed Chlamydia screen	£13

Payments will be paid on the number of Chlamydia screens coded as 'Chlamydia screening detection test' by pathology labs.

GSTT

Chlam trach nucleic acid detn = **43j1**.

N. gonorrhoeae nucl acid detn = **43jA**.

KCH

Chlam dooxyri acid detn = **43jK**

N. gonorrhoeae nucl acid detn = **43jA**.

Practice Individual Target – To be inserted

10% Threshold	17% Threshold	35% Threshold

GP Support and Training

The Lambeth and Southwark Chlamydia Screening Programme is currently being mainstreamed and will only be able to provide limited support to practices until June 2012. After which time practices will need to take over responsibility for training and updates for all staff around Chlamydia and gonorrhoea screening.

Performance monitoring data will no longer be available through the programme and will need to be obtained through;

- (a) EMIS web data monitored by BSU anonymously for all EMIS practices signed up the data sharing agreement **only**. If you want to sign up to this please contact r.stepaniuk@nhs.uk
- (b) All other practices to submit a search on the codes above by Friday 26th April to jean.young4@nhs.net

GP screening should continue to represent in excess of 50% of the total Southwark overall Chlamydia screening performance.

Criteria for inclusion requirements

Participating Contractors must agree to the following duties and responsibilities as a part of the LES agreement:

- To aim to screen over and above the retainer threshold
- To use the main virology when performing screens on all 15-24 year olds
- To have a named practice lead for Chlamydia screening
- To ensure all front line reception staff providing condoms, screening or sexual health information have received appropriate training including working with young people.
- To work towards the criteria contained in 'You're Welcome: making health services young people friendly'
- To provide appropriate literature to patients on Chlamydia and Gonorrhoea and alternative locations where comprehensive screening is available
- For patients to be screened using both invasive & non-invasive techniques when appropriate
- For screening to be offered to all target patients as well as to those presenting for sexual health and contraception consultations
- For all index patients positive for Chlamydia and/or Gonorrhoea to receive treatment within 10 working days of the practice receiving results
- For treatment & testing to please comply with Southwark and Lambeth STI guidelines
- Basic partner notification must be initiated when a patient is treated in the Practice for chlamydia or gonorrhoea.
- To provide verbal or written monthly intelligence relating to basic partner notification and treatment of index patients to a named lead

Monitoring Arrangements:

- Contractors will have a responsibility to monitor their own screening activity
- Commissioners will need to monitor general practice performance at the end of every quarter from the data provided through the agreed lab extract
- *As part of the overall annual review process, the Contractor may be asked to provide a report for evaluation on the service being provided under this agreement*
- As part of the annual review process the Contractor will be expected to:
 - Feedback on service quality
 - Report on relevant activity
- Southwark BSU may evaluate the contractual arrangements and share the findings with other participating practices, paying particular attention to patient/practice satisfaction and value for money. These findings will be used to inform commissioning arrangements in future years.
- May be subject to "Mystery Shopper" Surveys

Service Level Agreement:

Southwark LARC – Intra-uterine contraceptive device fittings and sub-dermal implant fittings Local Enhanced Service Specification

3. INTRODUCTION

1. All practices are expected to provide essential and those additional services they are contracted to provide to all their patients. This enhanced service specification outlines the more specialised services to be provided. The specification of this service is designed to cover the enhanced aspects of clinical care of the patient, all of which are

beyond the scope of essential services. No part of the specification by commission, omission or implication defines or redefines essential or additional services.

Background

2. Evidence shows that:

- I. IUDs make up approximately 5 per cent of contraceptive usage in the UK¹. This is much lower than in many other European countries. In Scandinavia, IUDs make up 20% of contraceptive usage.²⁶
- II. clinical effectiveness is excellent, with a recognised failure rate for all devices of 0.2-2.0 per 100 women-years. For the levonorgestrel-releasing intrauterine system (LNG-IUS) the failure rate is 0.16/100 woman-years which is comparable to female sterilisation²⁷
- III. it is one of two areas of contraceptive provision with relatively high levels of litigation²⁸ and the most important factor influencing failure rate and problems is the competence of the professional inserting the device²⁹
- IV. the risk of pelvic inflammatory disease attributable to IUD usage is low at 1.5.³⁰ If 1000 women have an IUCD inserted, then 1.5 of them will develop pelvic inflammatory disease. The risk is related to a woman's risk of STIs
- V. the World Health Organisation (WHO) supports the use of the IUD in young women including those under 20 years provided they are at low risk of sexually transmitted infections (STI)³¹
- VI. the LNG-IUS has additional non-contraceptive benefits of decreasing menstrual loss and is part of the management of menorrhagia recommended by the Royal College of Obstetricians and Gynaecologists (RCOG)³² It is also licenced for use as the progesterone component of HRT
- VII. insertion of a copper IUD up to 5 days after presumed ovulation acts as a very efficient emergency post-coital contraception. Because of its increased post-coital time frame and non-hormonal constituents, it is complementary to the emergency use of the progesterone-only emergency contraceptive pill
- VIII. IUD fitting is not undertaken by all general medical practitioners and maintaining expertise in IUD fitting can be difficult³³

Aims

3. The aims of the service are to:

²⁶ 1 Anonymous. Trends in contraceptive use. *Living in Britain*. London: HMSO, 199

²⁷ Guillebaud J. *Contraception: Your questions answered*. London: Churchill Livingstone, 1999

²⁸ 4 Goodwin H. Family planning – medico-legal trends. *Journal of the MDU* 2000; 16: 23-24

²⁹ 5 Guillebaud J. *Contraception: Your questions answered* London: Churchill Livingstone, 1999

³⁰ Shelton JD. Risk of clinical pelvic inflammatory disease attributable to an IUD. *Lancet* 2001; 357: 443

³¹ Wildemeersch D. Taking up the challenge: can effective long-term intra-uterine contraceptive methods radically reduce the number of unintended pregnancies? *Journal of Family Planning and Reproductive Health Care* 2001; 27: 1221-123

³² RCOG. *Guidelines for the initial management of menorrhagia*. London: RCOG, 1998

³³ Gupta S, Miller J. A survey of GP views on intra-uterine contraception. *Br J Family Planning* 2000; 26: 81-8

- (i) ensure that the full range of contraceptive options is provided by practices to patients
- (ii) ensure that the availability of post-coital IUD fitting for emergency contraception should be more adequately provided as another means of reducing unwanted pregnancies
- (iii) increase the availability of LNG-IUS in the management of menorrhagia and HRT within primary care.

Service outline

4. This national enhanced service will fund:

- (i) **fitting, monitoring, checking and removal of IUDs** as appropriate
- (ii) **production of an up-to-date register of patients fitted with an IUD.** This will include all patients fitted with an IUD and the device fitted. This is to be used for audit purposes, and to enable the primary care team to target these patients for health care checks
- (iii) **practices to undertake regular continual professional development (CPD)**
- (iv) **provision of adequate equipment.** Certain special equipment is required for IUD fitting. This includes an appropriate room fitted with a couch and with adequate space and equipment for resuscitation. A variety of vaginal specula, cervical dilators, sounds, tenaculums, Spencer-Wells and sponge holding forceps and lignocaine gel for cervical anaesthesia also need to be available. An appropriately trained nurse also needs to be present to support the patient and assist the doctor during the procedure
- (v) **infection control.** Practices must have infection control policies that are compliant with national guidelines
- (vi) **chlamydia and gonorrhoea screening** should be considered before insertion of the IUD depending on a risk assessment of the woman. If positive, screening for other STIs and management of the chlamydia/gonorrhoea should be done in-house. This should be in accordance with national policy. If an IUD needs to be fitted as an emergency in a woman thought to be at risk of STIs, the use of antibiotic cover should be considered
- (vii) **the use of condoms to prevent infection**
- (viii) **regular assessment.** A check of the IUD after fitting is suggested at three to six weeks and further checks should be carried out if there are any problems such as abnormal bleeding or pain
- (ix) **provision of information.** Written information should be provided at the time of counselling and reinforced after fitting with information on follow-up and those symptoms that require urgent assessment
- (x) **production of an appropriate GP record.** Adequate recording should be made regarding the patient's clinical history, the counselling process, the results of chlamydia screening, the pelvic examination, the use of a tenaculum, problems with insertion, the type and batch number of the IUD, and the follow-up arrangements. If the patient is not registered with the practice providing the Enhanced Service the providing-practice must ensure that the patient's registered practice is given all appropriate clinical details for inclusion into the patient's notes.
- (xi) **the use of LNG-IUS for the management of menorrhagia/HRT in primary care as part of a care pathway agreed and developed with local gynaecology departments.** To ensure these devices are used for the correct patients and the approved indications
- (xii) **an annual review**, which could include an audit of:
 - a. the register of patients fitted with and IUD
 - b. continuous usage rates

- c. reasons for removal
- d. complications.

Accreditation

5. Practitioners undertaking this procedure must have appropriate training. This should comprise:
- Holding an up to date Diploma of the Faculty of Sexual and Reproductive Healthcare (DFSRH) certificate
 - Holding a valid letter of competence in intrauterine techniques (LoC IUT) or in subdermal implants (LoC SDI).
 - Both of the above processes are outlined on the FSRH website under 'Training'³⁴.
 - For nurses, equivalent training accredited by the Royal College of Nursing (RCN). The RCN website outlines the full pathway and requirements³⁵
6. NICE and Faculty guidance states that practitioners should fit a minimum of 12 IUD/S a year, including at least 2 different types. Implant fitters should carry out a minimum of 6 procedures per year, including one insertion and one removal. See <http://www.nice.org.uk/nicemedia/live/10974/29909/29909.pdf> for further guidance.
7. Where a service, or individual clinician as identified by the provider service, is likely not to carry out the minimum recommended procedures, steps should be taken to address this and inform NHS Southwark of progress within year. The individual clinician will be expected to complete the minimum recommended numbers the following year, and may have their contract terminated if this requirement is not met.
8. Available data suggest that the standard benchmark rate for services providing intrauterine devices (IUDs) and the intrauterine system (IUS) is **2%**, or 2000 per 100,000, of the female population aged 15-54 years **per year**. For an **average practice** with a list size of 10,000, assuming around a third are aged 15-54 years and female (approximately 3333), the average number of women requiring IUDs or the IUS would be **around 67 per year** (that is, 2% of the female population aged 15-54 years)³⁶.

Costs

- 9. Each practice contracted to provide this service will receive a £85.00 insertion fee per patient.
- 10. Each practice contracted to provide this service will receive £20.00 for a 6 week check fee per patient
- 11. Payments will be made on at year end using Practice Focus read codes, see table 1. Practices must also complete and submit appendix 1 as confirmation clinicians providing services are compliant with accreditation requirements laid out in this service specification before any payment can be made. Appendix 1 may also be used in place of Practice Focus data to claim payment for activity as required.

Sub-dermal Implant Fittings

12. The aims and service provision sections above can be treated as relating to the fitting of sub-dermal implants as well as IUD fittings.

³⁴ <http://www.ffprhc.org.uk/>

³⁵ <http://www.rcn.org.uk>

³⁶ <http://www.nice.org.uk/usingguidance/commissioningguides/iud/determininglocalservicelevels.jsp>

Costs

13. Each practice contracted to provide this service will receive a £45.00 insertion fee, including a replacement. If a removal is required this will also generate a £45.00 removal fee. Practices must also complete and submit appendix 1 as confirmation clinicians providing services are compliant with accreditation requirements laid out in this service specification before any payment can be made. Appendix 1 may also be used in place of Practice Focus data to claim payment for activity as required.

Recording

12. Read codes should always be used, and should be entered appropriately on practice IT systems as outlined in Table 1. All practices should endeavour to use these codes uniformly in place of the others as this is how activity will be paid.

Table 1: Read code LARC activity for payment and performance purposes

For payment/ activity purposes:			For activity purposes only (non-payment items):	
IUDs fitted	6151.		IUDs removed	6152.
Emergency IUD	7E090			7E092
Replaced	61A2			
	6153			
	7E091			
Introduction of Mirena coil	7E094		Removal of Mirena coil:	7E095
Insertion of subcutaneous contraceptive implant	61KA		Subcutaneous implant palpable/	61KE
	7G2AA		check of subcutaneous	
	7G2AB			

			contraceptive	61KB
Removal of subcutaneous contraceptive	7G2H7 7G2HA		Advice about LARC (QOF points read code)	8CAw
IUDs checked 6 week check	6154. 6155. 615L			
Check of Mirena coil:	615S			

Appendix 1

IUD-S & Implant claim forms are available from Jean Young,

ii – Pharmacies

The current service level agreements formally held between NHS England and pharmacy providers governing the services, and valid for 2013-14 are set out below in the service level agreements for Southwark Sexual Health Local Enhanced Services Levels 1 and 2 and Provision of Oral Contraceptives in Community Pharmacies Local Enhanced Service.

Service Level Agreement:

Southwark Sexual Health Local Enhanced Service Level 1

- PROVISION OF EMERGENCY HORMONAL CONTRACEPTION (EHC) TO WOMEN AGED UNDER 30 YEARS.
- PROVISION OF CHLAMYDIA SCREENING FOR MEN AND WOMEN AGED UNDER 25 YEARS IN SOUTHWARK CCG.

1. Service description

- 1.1 For the purpose of this specification 'Emergency Hormonal Contraception' (hereafter referred to as EHC) is defined as progestogen only emergency hormonal contraception, Levonorgestrol 1500mg tablet or Levonelle 1500. Twelve free condoms will be supplied with EHC.

- 1.2 For the purpose of this specification, chlamydia screening is the provision of the provided chlamydia kit and signposting the service user to obtain treatment. Chlamydia screening is available to men and women under the age of 25 who request it. Twelve free condoms will be supplied with screening kits if not supplied with EHC
- 1.3 The EHC supply and chlamydia screening service will be made free of charge to the service user.
- 1.4 In the delivery of this service commissioned by Southwark CCG the pharmacist must follow Young Person Friendly guidelines and show awareness and be responsive to the needs of young men and women who access the service.
- 1.5 The pharmacist may provide general advice and support to those seeking advice on pregnancy and signposting to specific services where appropriate. However, the pharmacist must be responsive to service users who do not fulfil the criteria for EHC and assist them in finding the correct service, i.e. General Practitioner, Sexual and Reproductive Health clinic.
- 1.6 The contract to provide EHC services and chlamydia screening to the identified service user group is with the Contractor and not the individual pharmacist employee/s. The pharmacist/s will have to fulfil certain criteria (see Appendix I) but it is the responsibility of their individual contractors, via this specification, to enforce this.
- 1.7 The pharmacist must ensure that their professional indemnity cover is either provided by The National Pharmaceutical Association (NPA) or any other organisation which has confirmed that these activities will be included in their policy.
- 1.8 Any woman in Southwark who fulfils criteria within the Patient Group Direction (PGD) may access free EHC. All women and men requiring chlamydia screening in the appropriate age group can access free screening. Although Southwark CCG has instigated this service for young people living in this area, proof of home address, age or General Practitioner is not required. The homeless are not excluded from this service.

2. Aims and intended service outcomes

- 2.1 To provide emergency hormonal contraception and the accompanying advice to women aged 30 years and under in Southwark, as specified in the PGD.
- 2.2 To provide chlamydia screening to young men and women aged under 25 years.
- 2.3 To signpost service users with positive chlamydia results to obtain appropriate treatment.
- 2.4 To improve access to emergency contraception and sexual health advice.
- 2.5 To provide relevant health promotion literature to service users.
- 2.6 To help service users access other health and social care and to act as a gateway to other services (e.g. key working, prescribing, other Sexual Transmitted Infection (STI) services, hepatitis B immunisation, hepatitis and HIV screening, primary care services, etc).

3. Service outline

- 3.1 The contractor must be able to provide the service for at least 5 days a week, equivalent to at least 40 hours per week. One day of this regime must be a Saturday.
- 3.2 Any requesting service user will be seen as soon as possible. If they are unable to be seen immediately they must be given a time in which to return. Wherever possible this should not exceed 30 minutes and be convenient for the service user.

- 3.3 It is the responsibility of the contractor to have a current list of all accredited pharmacy premises in the area to give to all potential service users if they are unable to fulfil point 3.2.
- 3.4 The contractor must ensure the pharmacy premises has a designated area in which the service user can be seen privately and have their confidentiality maintained.
- 3.5 Every EHC service user contact must be recorded on a service user assessment and record sheet, as per the PGD (see appendix 1). Every chlamydia screen must be recorded on the service user assessment sheet. These forms are to be treated as confidential and must be stored in a secure area, preferably under lock and key. They should be stored in the pharmacy premises. Access to the records is by the pharmacist only. Authorised Southwark CCG staff may wish to access these records from time to time, for audit purposes. Records should be filed in such a manner that allows for easy retrieval.
- 3.6 The pharmacist must ensure that they access support when appropriate. Pharmacists can access pharmacy support from the Medicines Management & Pharmacy team on 020 7525 3253.
- 3.7 The criteria for supplying EHC and chlamydia screening must be adhered to at all times.
- 3.8 As well as supplying EHC and chlamydia screening, the pharmacist has a duty to provide the service user with appropriate contraceptive information, STI information and associated health promotion advice/literature. This will include information on other primary and secondary care providers as appropriate, to be provided by the CCG.
- 3.9 The contractor and pharmacists have a duty of care towards their service user group. If a service user uses the service repeatedly it is the duty of the pharmacist to try and counsel the service user and direct them to an appropriate provider, such as their general practitioner or Sexual and Reproductive Health clinic.
- 3.10 The contractor must ensure that all other pharmacy staff who may have contact with potential service users are trained accordingly. This will include areas such as confidentiality, alternative services in the area and how to seek urgent advice.
- 3.11 The contractor must designate window space to advertise these services. This includes information on how else to obtain this service locally.
- 3.12 The contractor must provide Southwark CCG with information on service availability and must advise on any changes to this availability. Southwark CCG will advise NHS Direct or equivalent of the changes.
- 3.13 Southwark CCG will monitor the performance of each individual pharmacy on a monthly basis. The contractor must ensure that correct data is sent to Southwark CCG. This data will include the number of consultations, number of supplies, age, postcode and any further information that Southwark CCG may request. This data must be collated and sent to Southwark CCG no later than the 10th of every month to receive payment.
- 3.14 The contractor will participate in any new developments in either practice or service, instigated by Southwark CCG subject to consultation with Lambeth, Southwark and Lewisham Local Pharmaceutical Committee (LSL LPC).
- 3.15 The pharmacist should maintain appropriate records to ensure effective ongoing service delivery and audit.
- 3.16 The pharmacist will share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements.
- 3.19 The contractor will be compliant with all essential services under the current community pharmacy contract.
- 3.20 Southwark CCG will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.
- 3.21 Southwark CCG will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.

- 3.22 The pharmacist will comply with Criminal Record Bureau (CRB) check before starting the service.
- 3.23 The pharmacist will work to Fraser and You're Welcome Young Person Friendly guidelines.
- 3.24 The pharmacist will comply with London and Southwark child protection procedures as appropriate.

4. Quality Indicators

- 4.1 The contractor stocks appropriate health promotion material available for the user group and promotes its uptake. This can be ordered through Health First and Southwark CCG.
- 4.2 The contractor can demonstrate that pharmacists and staff involved in the provision of the service have undertaken Continuing Professional Development (CPD) relevant to this service.
- 4.3 The contractor co-operates with any locally agreed Southwark CCG-led assessment of service user experience as agreed with the LSL LPC.

5. Funding

- 5.1. Monthly summary data collection forms must be filled in and returned to the CCG for reimbursement by the 10th of each month.
- 5.2. The contractor will be reimbursed £18 per EHC and chlamydia consultation.
- 5.3. Consultations where a chlamydia screen only is provided (with no EHC) the contractor will be paid £1.

Accredited Training

This service can only be provided in pharmacy premises that have been approved by Southwark CCG.

This service can only be provided by accredited pharmacists who have satisfactorily completed training approved by Southwark CCG. Initially, this is a 2 day accreditation course with annual update. The accredited pharmacist must also agree to attend additional courses as deemed as necessary by Southwark CCG. This training schedule must be considered mandatory to provide the EHC service.

Appendix 1 – Criteria required to deliver Level 1 service

Criteria for providing Level 1 Sexual Health service:

- Compliant with essential services of the pharmacy contract
- Open at least 5 days per week, one of those days being a Saturday
- Young Person Friendly status by December 2008, provided by the CCG

- Proof of a Criminal Record Bureau (CRB) check if requested by the CCG.

Service Level Agreement:

Southwark Sexual Health Community Pharmacy Local Enhanced Service Level 2

- 4.** PROVISION OF EMERGENCY HORMONAL CONTRACEPTION (EHC) TO WOMEN AGED UNDER 30 YEARS. PROVISION OF CHLAMYDIA AND GONORRHOEA SCREENING FOR MEN AND WOMEN AGED UNDER 25 YEARS. PROVISION OF CHLAMYDIA TREATMENT FOR POSITIVE TEST RESULTS. (EHC, SCREENING AND TREATMENT WITH CONDOM SUPPLY.) OPERATION OF SUPPLY OF FREE CONDOMS THROUGH A CONDOM-CARD SCHEME.

1. Service description

- 1.9 For the purpose of this specification 'Emergency Hormonal Contraception' (hereafter referred to as EHC) is defined as progestogen only emergency hormonal contraception, Levonorgestrol 1500mg tablet or Levonelle 1500. Twelve free condoms will be supplied with EHC.
- 1.10 For the purpose of this specification, chlamydia screening is the provision of the chlamydia postal kit. The screening kit will be made available to young people 25 years and under who request it. Twelve free condoms will be supplied with screening kits if not supplied with EHC.
- 1.11 For the purpose of this specification, chlamydia treatment is the provision of antibiotics, as specified in the Patient Group Direction (PGD), for the treatment of chlamydia to service users who have tested positive including those who have been signposted from other pharmacies.
- 1.12 For the purpose of this specification, 'condom-cards' (hereafter referred to as c-cards) is the provision of a bag containing 12 free mixed condoms to young people 25 years and under presenting a c-card. C-cards will be given to young people requesting them in the pharmacy. C-cards will be distributed to young people throughout Southwark.
- 1.13 For the purposes of this specification provision of Emergency Hormonal Contraception (EHC) to women aged under 30 years; provision of chlamydia and gonorrhoea screening for men and women aged under 25 years; provision of chlamydia treatment for positive test results; operation of supply of free condoms through a condom-card scheme, will be hereafter referred to as Level 2 service.
- 1.14 The supply of the level 2 service will be made free of charge to the service user.
- 1.15 The pharmacist may provide general advice and support to those seeking advice on pregnancy and signposting to specific services where appropriate. However, the pharmacist must be responsive to service users who do not fulfil the criteria for EHC and assist them in finding the correct service, i.e. General Practitioner, Sexual and Reproductive Health clinic.
- 1.16 In the delivery of this service commissioned by Southwark CCG the pharmacist must show awareness and be responsive to the needs of young men and women who access the service follow Young Person Friendly guidelines.
- 1.17 The contract to provide the level 2 service to the identified service user group is with the Contractor and not the individual pharmacist employees. The pharmacists will have to fulfil certain criteria (see appendix I and II) but it is the responsibility of their individual employers, via this specification, to enforce this.

- 1.18 The pharmacist must ensure that their professional indemnity cover is either provided by The National Pharmaceutical Association (NPA) or other organisation which has confirmed that these activities will be included in their policy
- 1.19 Any young woman in Southwark who fulfils criteria within the Patient Group Direction (PGD) may access free EHC. All women and men requiring chlamydia screening and chlamydia treatment in the appropriate age group can access free screening. Although Southwark CCG has instigated this service for young people living in this area, proof of home address, age or General Practitioner is not required. The homeless are not excluded from this service.

2. Aims and intended service outcomes

- 2.7 To provide emergency hormonal contraception and the accompanying advice to women aged under 30 years in Southwark as specified in the PGD.
- 2.8 To provide Chlamydia screening to young men and women aged under 25 years.
- 2.9 To supply the Southwark CCG provided condoms on presentation of a c-card.
- 2.10 To improve access to sexual health services and sexual health advice.
- 2.11 To provide relevant health promotion literature to service users.
- 2.12 To help service users access other health and social care services and to act as a gateway to other services (e.g. key working, prescribing, other Sexual Transmitted Infection (STI) services, hepatitis B immunisation, hepatitis and HIV screening, primary care services, etc.

3. Service outline

- 3.17 The contractor must be able to provide the service for at least 5 days a week, equivalent to at least 40 hours per week. One day of this regime must be a Saturday.
- 3.18 Any requesting service user will be seen as soon as possible. If they are unable to be seen immediately they must be given a time in which to return. Wherever possible this should not exceed 30 minutes and be convenient for the service user.
- 3.19 It is the responsibility of the contractor to have a current list of all accredited pharmacy premises in the area to give to all potential service users if they are unable to fulfil point 3.2.
- 3.20 The contractor must ensure the pharmacy premises has a designated area in which the service user can be seen privately and have their confidentiality maintained.
- 3.21 Every EHC service user contact must be recorded on a service user assessment and record sheet, as per the PGD (see appendix 1). Every Chlamydia screen must be recorded on the service user assessment sheet. These forms are to be treated as confidential and must be stored in a secure area, preferably under lock and key. They should be stored in the pharmacy premises. Access to the records is by the pharmacist only. Authorised Southwark CCG staff may wish to access these records from time to time, for audit purposes. They should be filed in such a manner that allows for easy retrieval.
- 3.22 The pharmacist must ensure that they access support when appropriate. Pharmacists can access pharmacy support from the Medicines Management & Pharmacy team on 020 7525 3253.
- 3.23 The criteria for supplying EHC and Chlamydia screening must be adhered to at all times.
- 3.24 As well as supplying EHC and Chlamydia screening, the pharmacist also has a duty to provide the service user with appropriate contraceptive information, STI information and associated health promotion advice/literature. This will include

- information on other primary and secondary care providers as appropriate, to be provided by the CCG.
- 3.25 The contractor and pharmacists have a duty of care towards their service user group. If a service user uses the service repeatedly it is the duty of the pharmacist to try and counsel the service user and direct them to an appropriate provider, such as their general practitioner or sexual and reproductive health clinic.
 - 3.26 The contractor must ensure that all other pharmacy staff who may have contact with potential service users are trained accordingly. This will include areas such as confidentiality, alternative services in the area and how to seek urgent advice.
 - 3.27 The contractor must designate window space to advertise these services. This includes information on how else to obtain this service locally.
 - 3.28 The contractor must provide Southwark CCG with information on service availability and must advise on any changes to this availability. Southwark CCG will advise NHS Direct or equivalent of the changes.
 - 3.29 Southwark CCG will monitor the performance of each individual pharmacy on a monthly basis. The contractor must ensure that correct data is sent to Southwark CCG. This data will include the number of consultations, number of supplies, age, postcode and any further information that Southwark CCG may request. This data must be collated and sent to Southwark CCG no later than the 10th of every month to receive payment.
 - 3.30 The contractor will participate in any new developments in either practice or service, instigated by Southwark CCG subject to consultation with Lambeth, Southwark and Lewisham Local Pharmaceutical Committee (LSL LPC).
 - 3.31 The pharmacist should maintain appropriate records to ensure effective ongoing service delivery and audit.
 - 3.32 The pharmacist will share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements.
 - 3.25 The contractor will be compliant with all essential services under the current community pharmacy contract.
 - 3.26 Southwark CCG will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.
 - 3.27 Southwark CCG will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.
 - 3.28 The pharmacist will comply with Criminal Record Bureau (CRB) check before starting the service.
 - 3.29 The pharmacist will work to Fraser and You're Welcome guidelines.
 - 3.30 The pharmacist will comply with London and Southwark child protection procedures as appropriate.

4. Quality Indicators

- 4.4 The contractor stocks appropriate health promotion material available for the user group and promotes its uptake. This can be ordered through Health First and Southwark CCG.
- 4.5 The contractor develops a standard operating procedure (SOP) and referral pathway for the service.
- 4.6 The contractor can demonstrate that pharmacists and staff involved in the provision of the service have undertaken Continuing Professional Development (CPD) relevant to this service.
- 4.7 The contractor co-operates with any locally agreed Southwark CCG-led assessment of service user experience to inform service development, as agreed with the LSL LPC.

6. Funding

- 6.1. Monthly summary data collection forms must be filled in and returned to the CCG for reimbursement by the 10th of each month.
- 6.2. The contractor will be reimbursed £18 per EHC and chlamydia consultation.
- 6.3. Consultations where a chlamydia screen only is provided (with no EHC) the contractor will be paid £1.
- 6.4. The contractor will be paid £18 per chlamydia treatment including drug cost. This is to include a time and motion study on all chlamydia screens provided to inform discussions regarding remuneration and service development.
- 6.5. For each pack of 12 condoms handed out, pharmacists will be paid £2.50. A condom demonstration and health promotion advice will be offered with each new condom card.

Accredited Training

This service can only be provided in pharmacy premises that have been approved by Southwark CCG.

This service can only be provided by accredited pharmacists who have satisfactorily completed training approved by Southwark CCG. Initially, this is a 2 day Level 2 course. The accredited pharmacist must also agree to attend additional courses as deemed as necessary by Southwark CCG as agreed by LSL LPC. This training schedule must be considered mandatory to provide a Level 2 service.

Appendix 1 – Criteria required to deliver Level 1 service

- Compliant with essential services of the pharmacy contract
- Current provider of EHC
- Young Person Friendly status by December 2007, provided by the CCG
- Proof of a Criminal Record Bureau (CRB) check if requested by the CCG.

Appendix II – Criteria required to deliver Level 2 service

- Level 1 provider (see Level 1 service specification for criteria)
- Approved consultation area
- Located within easy transport access of CCG teenage pregnancy and STI 'hotspots'

Service Level Agreement:

Provision of Oral Contraceptives in Community Pharmacy Local Enhanced Service

Specification

- PROVISION OF COMBINED ORAL HORMONAL CONTRACEPTION (COC) TO WOMEN AGED 16 AND OVER. PROVISION OF PROGESTOGEN ONLY CONTRACEPTIVE PILLS (POP) TO WOMEN AGED 16 AND OVER ACCORDING TO THE PGD.

5.

1. Service description

- 1.20 For the purpose of this specification 'Oral Contraceptives' (hereafter referred to as OC) is defined as Combined Oral Contraceptive Pills or Progestogen Only Contraceptive Pills.
- 1.21 For the purpose of this specification, 'Combined Oral Contraceptive Pills' (hereafter referred to as COC) is defined as any of the medications listed as COCs in the Patient Group Direction (PGD) Appendix A.
- 1.22 For the purpose of this specification, 'Progestogen Only Contraceptive Pills' (hereafter referred to as POP) is defined as Progestogen Only Pills and as any of the medications listed as POPs in the PGD Appendix B.
- 1.23 For the purpose of this specification, provision of Oral Contraceptives (OC) to women aged 16 and over will hereafter be referred to as 'OC service'.
- 1.24 The supply of the OC service will be made free of charge to the service user.
- 1.25 The pharmacist will provide general advice and support to those seeking advice on contraception and signposting to specific services where appropriate. However, the pharmacist must be responsive to service users who do not fulfil the criteria for OC service and assist them in finding the correct service, i.e. General Practitioner, Sexual and Reproductive Health clinic, Genitourinary Medicine (GUM) clinic.
- 1.26 In the delivery of this service commissioned by NHS South East London the pharmacist must show awareness and be responsive to the needs of young women who access the service and follow Young Person Friendly guidelines.
- 1.27 The contract to provide the OC service to the identified service user group is with the Contractor and not the individual pharmacist employees. It is the responsibility of their individual employers, via this specification, to enforce this.
- 1.28 The pharmacist must ensure that their professional indemnity cover provider has confirmed that these activities will be included in their policy.
- 1.29 Any woman aged 16 and over who fulfils criteria within the Patient Group Direction (PGD) may access free OC. The homeless are not excluded from this service.

2. Aims and intended service outcomes

- 2.13 To provide oral hormonal contraception and the accompanying advice to women 16 and over as specified in the PGD.
- 2.14 To improve access to contraceptive and sexual health services and advice.
- 2.15 To provide relevant health promotion literature to service users.
- 2.16 To signpost service users to other health and social care services and to act as a gateway to other services (e.g. key working, prescribing, other sexual health (SH) services, sexually transmitted infection (STI) screening, primary care services, etc) with information provided by NHS South East London.

3. Service outline

- 3.33 The contractor must be able to provide the service for at least 5 days a week. One day of this regime must be a Saturday. The service must be provided with no more than two weeks' break per annum.
- 3.34 All contractors will provide a minimum of 8 consultations per quarter in order to maintain their competency levels.
- 3.35 Any requesting service user will be seen as soon as possible. If they are unable to be seen immediately, they must be given the opportunity to make an appointment or be signposted to other services.
- 3.36 It is the responsibility of contractor to have a list (that NHS South East London maintains, updates and distributes) of all current service providers, to give to all potential service users if they are unable to fulfil point 3.3.
- 3.37 The contractor must ensure the pharmacy premises has a designated area in which the service user can be seen privately and have their confidentiality maintained.
- 3.38 Every OC service user contact must be recorded on a service user assessment and record sheet, as per the PGD. These forms are to be treated as confidential and must be stored in a secure area, preferably under lock and key. They should be stored in the pharmacy premises. Access to the records is by the pharmacist only. Authorised NHS South East London staff may wish to access these records from time to time, for audit purposes. They should be filed in such a manner that allows for easy retrieval.
- 3.39 The pharmacist must ensure that they access support when appropriate. Pharmacists can access clinical support from the following source:
- Contact person: Ali Kubba. Phone: 07770 476070 or 020 3049 4006
- 3.40 The criteria for supplying OC must be adhered to at all times.
- 3.41 As well as supplying OC, the pharmacist also has a duty to provide the service user with appropriate contraceptive information, STI information and associated health promotion advice/literature. This will include information on other primary and secondary care providers as appropriate, to be provided by NHS South East London.
- 3.42 The contractor must ensure that all other pharmacy staff that may have contact with potential service users are trained accordingly. This will include ensuring staff are fully aware of the OC service provided, as well as confidentiality, alternative services in the area and how to seek urgent advice.
- 3.43 The contractor must designate window space to advertise these services. This includes information on how else to obtain this service locally.
- 3.44 The contractor must provide NHS South East London with information on service availability and must advise on any changes to this availability. NHS South East London will advise NHS Direct of the changes.
- 3.45 NHS South East London will monitor the performance of each individual pharmacy on a monthly basis. The contractor must ensure that correct data is sent to NHS South East London. This data will include the number of consultations, number and type of supplies, age, postcode and any further information that NHS South East London may request. This data must be collated and sent to NHS South East London no later than the **10th of every month**. This may in the future be located on a secure website.
- 3.46 The contractor will participate in any new developments in either practice or service, instigated by NHS South East London subject to consultation with Lambeth, Southwark and Lewisham Local Pharmaceutical Committee (LSL LPC).
- 3.47 The contractor will participate in annual refresher sexual health training as directed by NHS South East London.
- 3.48 The pharmacist should maintain appropriate records to ensure effective ongoing service delivery and audit. Current guidance can be found on the Department of Health website: "Records Management: NHS Code of Practice" at

<http://www.dh.gov.uk/en/Managingyourorganisation/Informationpolicy/Recordsmanagement/index.htm>

- 3.49 The pharmacist will share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements.
- 3.17 NHS South East London will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.
- 3.18 NHS South East London will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.
- 3.31 The pharmacist will comply with a Criminal Record Bureau (CRB) check before starting the service.
- 3.32 The pharmacist will work to Fraser and You're Welcome guidelines.
- 3.33 The pharmacist will comply with London and Local NHS Child Protection procedures as appropriate.

4. Quality Indicators

- 4.8 The contractor stocks appropriate health promotion material available for the user group and promotes its uptake. This can be ordered through registering with Burgess Park information service www.hpac.lslsis.nhs.uk/HPAC/ and Southwark PCT.
- 4.9 The contractor develops a standard operating procedure (SOP) incorporating the referral and signposting pathway for the service.
- 4.10 The contractor can demonstrate that pharmacists and staff involved in the provision of the service have undertaken Continuing Professional Development (CPD) relevant to this service.
- 4.11 The contractor co-operates with any locally agreed NHS South East London-led assessment of service user experience to inform service development, in consultation with the LSL LPC.

7. Funding

- 5.1 Monthly summary data collection forms must be filled in and returned to NHS South East London for reimbursement by the **10th of each month**.
- 5.2 Pharmacists should email claims for payment to
sou-pct.southwarkpharmacypayments@nhs.net
- 5.3 The pricing structure for consultations is set out in Appendix B
- 5.4 The contractor will provide OC for a minimum period of two years. Failure to do so will result in the following:
 - Only 6 months service provided: the contractor will reimburse the PCT 75% of course costs and backfill payments
 - Only 12 months provided: the contractor will reimburse the PCT 50% of course costs and backfill payments

- Only 18 months provided: the contractor will reimburse the PCT 25% of course costs and backfill payments.

6. Accredited Training

- 6.1 This service can only be provided in pharmacy premises that have been approved by NHS South East London. Any changes to these premises must be reported to the Commissioner
- 6.2 This service can only be provided by accredited pharmacists who have satisfactorily completed training approved by NHS South East London and signed off as competence by Sexual Health Consultant at the GSTT Community Health Services Reproductive and Sexual Health Clinic.
- 6.3 The accredited pharmacist must also agree to participate in full evaluation of the OC service.
- 6.4 Each Accredited pharmacist must sign a PGD for this service, which should be in date to provide the service.
- 6.5 Each accredited pharmacist must attend an annual refresher course to update sexual health skills, and attend additional courses as deemed necessary by NHS South East London in consultation with LSL LPC. Backfill may be paid at agreed NHS/LPC rates if during working hours.

APPENDIX B

Pricing structure for contraception consultations

Initial contraception consultation where pill is supplied*	= £20 (excluding drug cost)
Subsequent contraception consultation where pill is supplied*	= £7 (excluding drug cost)
Contraception consultation with no supply of pill	= £10
Pill supply	= cost of pill plus VAT**

** Please refer to PGD for number of months' supply*

***Please note that pill prices are based on the Chemist and Druggist price list plus VAT. Prices will be reviewed at a six month interval if requested by the LPC. The LPC is also entitled to request a price review in between six month intervals should there be a need.*

Appendix S3E.2

Financial contributions for the period to 31 March 2014

The Council's financial contributions under this Agreement from the Commencement Date to the end of the Financial Year 2013/2014 for the Commissioned Services provided for in this Schedule 3E will be a pro-rated amount of the annual figures set out below.

The Council's financial contributions for any agreed extended period beyond the initial term will be agreed between the Partners in advance of the end of the preceding Financial Year.

The Designated Body shall allocate the financial contributions set out below to separate non-pooled funds for each of the Commissioned Services.

LOCAL ENHANCED SERVICES	
LARC LES IN GP PRACTICES	£47,685
CHLAMYDIA SCREENING LES IN GP PRACTICES	£21,826
SEXUAL HEALTH LEVELS 1 & 2 LES IN COMMUNITY PHARMACIES	£111,956
ORAL CONTRACEPTION LES IN COMMUNITY PHARMACIES	£16,236
TOTAL	£197,703

Schedule 4

Resources

This Schedule provides details of the budgets, goods and services to be made available by the Partners and also outlines the key principles governing budget setting and accounting for its use.

1. Financial Arrangements for the operation of the Agreement

The Health and Social Care Partnership Board will agree, by 31st March each year, financial procedures and arrangements for the operation of this Agreement for the following financial year.

There may be occasions where a pooled fund is agreed by the CCG and the Council and if so it will be subject to the arrangements in this Schedule.

Each of the Partners shall make all relevant financial information and records available to the other Partner subject to any constraints imposed by the Agreement and whilst respecting commercial confidentiality, and shall provide full explanations, exemplifications and advice in response to any reasonable question or request from the other Partner in respect of these records.

The Partners will assure the accuracy and completeness of financial information being presented under review through the Health and Social Care Partnership Board.

The agreement made annually by the Health Commissioning Partnership Board will consider all or any of the following:-

- Risk sharing arrangements – Eg, specific over/under spend arrangements;
- Invoice arrangements;
- Pooled fund arrangements; - only in the event that a pooled fund is established,;
- VAT procedures;
- Use of specific grants;
- The costs of managing and administering the agreement or any pooled fund;

- Audit checklists and other points raised by auditors shall be reviewed at meetings of those charged with the responsibility of administering and overseeing the pooled fund;
- Monitoring information, format and timetable (including contract monitoring of the Commissioned Services);
- Information management systems & structures.

2. Financial Planning and Budget Setting Process

The budgets available to the Agreement will be reviewed at least annually. The CCG and the Council will take account of but not be limited to the following:

Planning assumptions of inflation allowances for pay and non-pay items together with proposed budget variations in respect of:-

- Legislative requirements;
- Demographic change;
- Service enhancement or reduction;
- Required efficiency / quality improvement;
- Income streams; and
- National Initiatives

and will be considered in context of the overall CCG or Council budget.

Draft indicative budgets should be shared by partners by the 31st January in each Financial year and final budgets shall be available no later than 28 February in that year, for agreement by 31st March.

All cost pressures will be discussed between the CCG and the Council at the earliest opportunity.

3. Over/underspends

Overspends and underspends are to be dealt with in line with Clauses 4.7 and 4.8 of this Agreement.

Schedule 5

Partnership and Governance

The Partnership agreement comes under the governance arrangements for Health and Wellbeing, established by the Council as the Statutory Authority. The Health and Wellbeing Board will have ultimate strategic oversight of the matters covered by this s. 75 Agreement. However, the Council and the CCG agree that the Health and Social Care Partnership Board, terms of reference for which are attached as Appendix S5.1 to this Schedule will have responsibility for overseeing all aspects of the Agreement itself. The Agreement also envisages that the Partners will appoint a director or senior officer with responsibility for communicating each Partner's decisions to the other (the "**CCG's Authorised Officer**" and the "**Council's Authorised Officer**").

The Health and Social Care Partnership Board will carry out an annual review of the Agreement which will be reported to the Council's Cabinet and to the CCG's Board. Any variations to this Agreement will be considered in this annual review and report.

The Agreement reflects the joint CCG and Council's responsibility for commissioning services to improve the health of the local population, prevent ill-health and reduce health inequalities, by focusing on achieving outcomes specified, as set out and overseen by the Health and Wellbeing Board.

Appendix S5.1

Health and Social Care Partnership Board - Terms of Reference

Health and Social Care Partnership Board Terms of Reference (HSCPB)



PURPOSE

1. The HSCPB is responsible for the strategic oversight of all aspects of commissioning public health and health partnership services, including oversight of the development of strategy and outcomes to support Southwark's Health and Wellbeing Board, needs assessments, best practice, procurement, contract management and review.
2. The HSCPB will be responsible to the Southwark Health and Wellbeing Board.

MEMBERSHIP

3. The membership of the HSCPB will be as follows:
 - the Council's Director of Strategy and Commissioning (Chair), or a deputy to be notified in writing in advance of any meeting
 - the Council's Head of Commissioning, Children, Adults and Families, or a deputy to be notified in writing in advance of any meeting
 - the Council's Head of Community Safety and Enforcement, or a deputy to be notified in writing in advance of any meeting
 - the Council's Director of Public Health, or a deputy to be notified in writing in advance of any meeting
 - the Clinical Commissioning Group's Director of Service Re-design, or a deputy to be notified in writing in advance of any meeting
 - the Clinical Commissioning Group's Director of Client Group Commissioning, or a deputy to be notified in writing in advance of any meeting
 - the Council's Head of Strategy, Planning and Performance, or a deputy to be notified in writing in advance of any meeting, and
 - representatives of other services as required.

ROLE

4. The role of the Health and Social Care Partnership Board will be to:

- assist the Council and Health and Wellbeing Board to discharge their health duties and ensure that local authority and partner commissioned public health and health services deliver appropriate outcomes and are in line with best value principles
- ensure that health and public health commissioning in Southwark is carried out in line with the joint Health and Wellbeing Strategy set out by the Health and Wellbeing Board
- provide leadership to the development and improvement of health and public health services across Southwark
- support the development of Southwark Health and Wellbeing Strategy, and the development of outcomes and principles in the context of the vision and direction set by the Health and Wellbeing Board
- support the Health and Wellbeing Board to secure improved health inequality rates and public health outcomes in Southwark
- ensure comprehensive strategic and service level needs assessments are carried out in partnership, and are updated to remain current
- ensure that full consideration is given to examining and encouraging proposals for joint and integrated working arrangements to deliver services, in line with the duties of the Health and Wellbeing Board to encourage joint working
- propose service redesign and remodelling as required
- ensure that the Public Health ring-fenced grant is spent in accordance with the grant conditions and with the associated quarterly reporting to the Department of Health
- oversee resource allocation arrangements for commissioned services and review work within local authority public health services and joint work with partners on health commissioning
- set out and agree a communications strategy for the Council in relation to health and public health messages, public health commissioning and health improvement in the borough. The Board will ensure that this strategy is co-ordinated with other agencies, and aligned to priorities set by the Health and Wellbeing Board
- ensure appropriate alignment with the Council's existing strategies and policies, and with the local Clinical Commissioning Group's operating model

ACCOUNTABILITY

5. The HSCPb will report annually or more frequently as required to the Health and Wellbeing Board. It will report through the Director of Strategy and Commissioning to the joint Senior Management Team meeting held between the Council and the Clinical Commissioning Group. It will be accountable through the Corporate Management Team to the Cabinet and through the Senior Management Team at the CCG through to the CCG Board.

SUPPORT TO THE HSCPb

6. The HSCPb will be supported by officers from the CCG and the Council and they may be involved in assisting in implementation of any actions arising from the work of the Board. The HSCPb will be supported, as it directs, by working groups that will draw expertise from across the Council and partners, to include support as necessary from finance, legal, procurement, human resources, strategy and any other necessary support.

MEETINGS

7. The HSCPb will meet monthly and at a time to be agreed. The quorum for meetings shall be a minimum of one member from the Council and Clinical Commissioning Group and a representative from the Public Health team. Decisions on agreed actions shall be made unanimously by those present. Minutes of all decisions shall be kept and copied to the members of the HSCPb within seven days of every meeting.

Schedule 6

Information sharing protocol (the "Protocol")

1 INTRODUCTION/DEFINITIONS

1.1 This Protocol sets out the requirements for sharing of Data by the Council and the CCG and defines the responsibilities of the Partners when sharing Data.

1.2 The purpose of this Protocol is to enable Data to be shared between the Partners for the Agreed Purpose.

1.3 Definitions and interpretation

"Agreed Purpose" means the carrying out of the Services under this Agreement.

"Applicant" means the Party named as such in the Data Sharing Request Form.

"Council" means the Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street London SE1 2QH.

"Data" means all data shared by the Partners in the course of the provision of the Services under this Agreement and which is protected by the DPA including Personal Data and Sensitive Personal Data.

"Data Protection Principles" means the eight principles set out in Schedule 1 of the DPA.

"Data Sharing Request Form" means the form attached to this agreement at Appendix 1.

"Deletion Policy" means the Applicant's policy for deletion of data as set out in the Data Sharing Request Form.

"DPA" means the Data Protection Act 1998.

"FOIA" means the Freedom of Information Act 2000.

"Parties" means the Council and the Applicant.

"Personal Data" means as defined in the DPA which includes Sensitive Personal Data.

"Publish" means to make available to third parties in any form, including the production of hard copy materials, soft and/or electronic copies, emails and posting online.

“Security Policy” means the security policy of the Applicant as detailed in the Data Sharing Request Form.

“Sensitive Personal Data” means as defined in the DPA.

“Working Day” means any day (other than Saturday or Sunday) on which banks are open for domestic business.

2 PROCESS

2.1 The Partners will process the Data only for the Agreed Purpose.

2.2 The Partners shall comply with the DPA, and specifically shall:

2.2.1 employ appropriate operational and technological processes and procedures to keep the Data safe from unauthorised use or access, loss, destruction, theft or disclosure;

2.2.2 not keep the Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under this agreement;

2.2.3 ensure that any hard copy documentation containing Data is kept securely;

2.2.4 treat the Data, and any other information provided by the other Partner as confidential, and will ensure that access to the Data is limited to only those employees or contractors who require access to it for the Agreed Purpose;

2.2.5 carry out appropriate checks to ensure that they are satisfied that such employees and contractors will comply with the conditions of this Agreement and then monitor such compliance;

2.2.6 assist the other Partner promptly with all subject access or FOIA requests which may be received from the data subjects of the Data;

2.2.7 not disclose the Data to a third party in any circumstances other than where agreed between the Parties.

2.2.8 seek and obtain the other Partner’s prior consent before engaging any contractor to process the Data and, where this is given, the Partner will put an agreement in place with the contractor to ensure that it complies with the terms of this Agreement and permitting the other Partner, upon giving reasonable notice and within normal business hours, to carry out audits and checks of the contractor to ensure adherence to the terms of this Agreement;

2.2.9 notify the other Partner of any information security incident that may impact the processing of the Data covered by this Agreement as soon as reasonably possible after discovering, or becoming aware of any such information security incident; and following the report of any such incident, cooperate with the other Partner’s compliance and information security staff whilst they carry out a risk assessment, root cause analysis and identify and implement any corrective action required;

3 TERMINATION

3.1 On termination or expiry of all or part of this Agreement, the Designated Body will ensure that all Data (or in the case of the termination or expiry of one or more Services only, such Data as is relevant to those Service only) is securely removed from their

systems and any printed copies securely destroyed or returned to the other Partner. In complying with this clause, electronic copies of the Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

4 INDEMNITY

- 4.1 Each Partner (the “**Indemnifying Partner**”) shall indemnify, keep indemnified and shall hold the other Partner (the “**Indemnified Partner**”) harmless from and against any and all losses, liabilities, damages, fines and/or expenses that the Indemnified Partner may incur whether by reason of claims, actions, demands or proceedings or otherwise arising out of or in connection with this Protocol or the Indemnifying Partner’s negligence, under any statute or at common law and shall hold all appropriate insurances to cover such liability.

5 GENERAL

- 5.1 The Partners shall ensure that they issue all users of the Data with a copy of this Protocol and procure that they comply with its terms.
- 5.2 The Designated Body must not keep the Data for no longer than is necessary for the Agreed Purpose.
- 5.3 Each Partner will in connection with this Agreement comply with all relevant law, government best practice and standards.
- 5.4 The Partners will not, whether during or after the term of this Agreement, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of this Agreement, except as may be required or permitted by law.
- 5.5 The Partners agree to co-operate on all matters relating to this Protocol. The Partners will keep under review the need to share Data at a minimum each year with effect from the signature of this Agreement.
- 5.6 The Partners agree to maintain the accuracy of the Data, and shall notify the other party in the event that any Data is inaccurate.
- 5.7 The Partners agree that they are responsible for ensuring that appropriate security and confidentiality procedures are in place to protect the transfer and use of the Data shared
- 5.8 Both Partners undertake that they will comply with their respective obligations, whether data controller, data processor or otherwise under the DPA.
- 5.9 Each Partner shall take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal data.
- 5.10 Each Partner undertakes to the other that it will not knowingly place the other in breach of that other Partner’s obligations under the DPA.
- 5.11 Each Partners will assist the other as far as reasonable to comply with any obligations that it has under the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998.