

Service Level Agreement

Portsmouth Drug Action Team

&

Portsmouth City PCT

For the period 4/03 until 3/06



Section 1: Parties to and Objectives of the SLA

1.1 Parties to the SLA

Party 1: Portsmouth Drug Action Team

(The Purchaser)
Civic Offices
Guildhall Square
Portsmouth
PO1 2AZ

Party 2: Portsmouth City PCT

(The Provider)
Trust Central Offices
St James Hospital
Locksway Rd
Portsmouth

Designated SLA Managers

Cherry Sullivan
Co-ordinator
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Email: cherry.sullivan@portsmouthcc.gov.uk

Innes Richens
Associate Director

Statement of Intent

Portsmouth Drug Action Team (“DAT”) and Portsmouth City PCT (“PCT”) wish to co-operate with each other to enable them to provide the services outlined Section 3: Service Specification. Both parties are committed to maintaining effective working relations to the benefit of their performance for clients.

Period of Agreement

This Service Level Agreement (SLA) is effective from 1st April 2003

Objectives of SLA

Both Parties are committed to fulfilling their SLAs with their Commissioners

Signatures to this agreement

Signed :.....

Position :.....

for and on behalf of **Portsmouth City PCT**

Date :.....

Signed :.....

Position :.....

for and on behalf of **Portsmouth Drug Action Team**

Date :.....

Section 2: Terms & Conditions

2.1 Portsmouth City Council is the Accountable Body for contractual purposes acting on behalf of the Portsmouth Drug Action Team and the Children's Partnership Board

STANDARD TERMS AND CONDITIONS

2.2 SLA Managers

For the life of this Agreement each party shall appoint a SLA manager who shall be the key point of contact regarding the operation of this Agreement in the first instance

2.3 Agreement Review

Both Parties will review the content of the Agreement quarterly. Either party can make reasonable changes to the service requirements at the reviews and subsequently in writing without incurring a penalty.

2.4 Notices and Amendments

A minimum notice period of 6 months should be served if the SLA requires substantial amendment. Written agreement regarding such amendments should be obtained from both parties. Any amendment should be signed and dated by authorised representatives of both parties and maintained with the original and subsequently revised SLA documentation.

2.4 Payment Mechanism

Portsmouth DAT will pay in accordance with Section 4

2.5. Statutory Requirements

All parties must recognise their respective obligations to comply with the requirements of all current legislation in relation to, for example: Child Protection, Health and Safety.

2.6 Monitoring, Liaison and Review

Summary and specialty level reports of activity and achievement against the performance standards will be shared as agreed within the main body of the SLA. More frequent exception reports may be requested where there are concerns about performance. Both Parties may request further detailed 'ad-hoc' information from time to time, with a minimum of one calendar months notice, depending on complexity of information requested.

2.7. Security and Confidentiality

Both Parties will comply with the recommendations of the Data Protection Acts 1984 and 1998

2.8.Circumstances Beyond Control

If circumstances arise which prevent the delivery of services arising from natural disasters (fire, flood etc) or other very significant impacts beyond the control of either party (eg war) then this SLA may be renegotiated in consultation with all Parties

2.9 Complaints

Both parties agree to provide each other with details on the number, type and seriousness of complaints on a quarterly basis, in order to inform discussions about service quality, as relevant to this SLA.

2.10 Indemnities

The Provider will be liable for, and will indemnify the Purchaser against liability, loss or claim for the proceedings arising with respect of:

- ❖ Any loss or damage to property
- ❖ Any injuries to persons, including injuries resulting in death, connected with the provision of services

2.11 Legal Status

This Service Level Agreement (SLA) is not a contract enforceable at law. However it is expected that all parties will adhere to best practice for negotiation and monitoring of the agreement. In the case of disputes emanating from this agreement parties will, in the first instance, be expected to attempt to reach a local resolution to the problem

2.12 Dispute Resolution

If a dispute arises between the parties to this service level agreement, the following approach should be taken in trying to resolve that dispute :

1. The Lead Managers (and other appropriate representatives) from both parties should discuss all options available to reach a mutually acceptable agreement.

If this action fails :

2. Senior Managers (and other appropriate representatives) from both parties should agree a mutually acceptable compromise.

In exceptional circumstances, where disputes cannot be resolved locally and which threaten the delivery of services :

3. The Strategic Health Authority and Local Authority will intervene and broker solutions as necessary. However the SHA/LA will have the right to refuse if they consider that sufficient local dialogue has not taken place.

Section 3: Service Specification

SUBSTANCE MISUSE WORKER (YOUTH OFFENDING TEAM)

1. Aims & Objectives

- 1.1 To ensure the Wessex Youth Offending Team (YOT) has a minimum of one full time substance misuse worker in its team, covering Portsmouth City
- 1.2 To support systems to screen all young offenders for substance misuse, to provide fuller assessments when needed and to organise or deliver intervention programmes to meet their assessed needs, including reporting to managers those cases for whom no appropriate service is available locally.
- 1.3 To participate fully in the activities and development of the multi-disciplinary Youth Offending Team, both at a local and regional (Wessex YOT area) level, including participation in work which is not specifically related to substance misuse cases from time to time, where directed by the YOT Manager.

2. The Service

- 2.1 To provide a minimum of 1 wte member of staff hosted by the E's Up substance misuse team and seconded to Portsmouth YOT
- 2.2 Clinical supervision will be provided by Portsmouth City PCT
- 2.3 Managerial supervision will be provided by an Operational Manager in the Youth Offending Team. Performance reviews and training needs analysis will be undertaken by the post-holder jointly with both the line manager and the clinical supervisor.
- 2.4 To work with young offenders to meet their identified needs as appropriate i.e. on a 1-2-1 basis, group work
- 2.5 To provide support and training on substance misuse issues to other members of the YOT with respect to their role in screening and some tier 2 work
- 2.6 To provide continuity of care between the Substance Misuse Worker (YOT), E's Up team and referrals to other services
- 2.7 To work with other substance misuse workers in Wessex YOT in the identification and development of effective practice.
- 2.8 To provide professional assessments for courts, referral order panels and YOT colleagues as to the treatment needs of young people
- 2.9 To ensure the delivery of age appropriate packages of treatment for young people made subject to Drug Treatment and Testing Orders.
- 2.10 To ensure the provision of drug testing on a voluntary basis in appropriate cases.

2.11 Maintain up to date and accurate records of contact using the YOT's Information System, YOIS.

3. Management, Policies & Procedures

3.1 The Provider must be able to demonstrate that they have effective policies, procedures and practice guidance in place in respect of:

- Confidentiality and information sharing
- Health and safety for both staff and clients
- Equal opportunities for both staff and clients
- Child Protection
- Service user complaints

3.2 The Provider must be able to provide evidence, if required, of plan for clinical governance

3.3 The Provider must ensure that the worker remains supportive of the principal aim of the youth justice system, which is to prevent offending, and is able to work within a criminal justice agency with its attendant responsibilities to enforce court orders.

3.4 The substance misuse worker should be subject to enhanced level CRB check, have achieved or be working towards a relevant level 4 professional qualification and have up to date training in substance misuse work.

4. Client Group & Eligibility Criteria

4.1 Residents of Portsmouth City boundary only

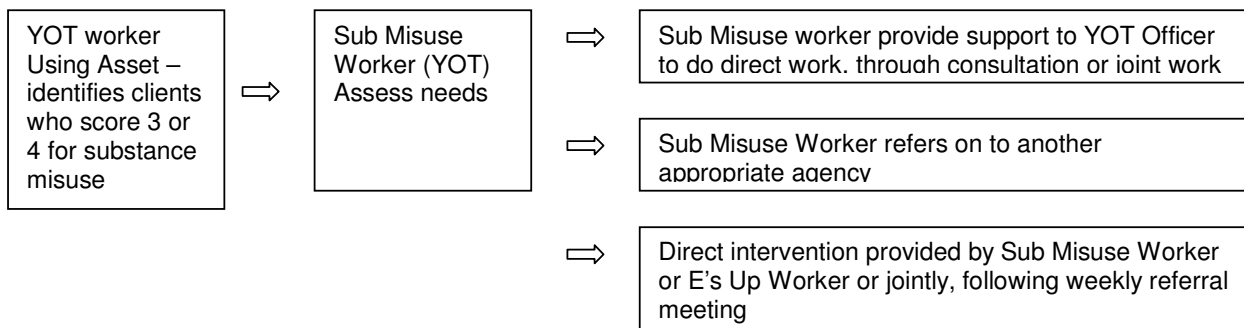
4.2 Clients generally under 18 years, but could include some young adult offenders if sentenced to custody (Detention and training order) just prior to eighteenth birthday

4.3 Clients under supervision by the YOT

4.4 Clients who have been assessed by the YOT as being at risk of developing, or showing signs of having developed, difficulties as a result of drug misuse

5. Referral & Care Pathways

5.1



Portsmouth DAT & Portsmouth City PCT

Decision on route is dependent on number of factors i.e. degree of need, complexity, level of engagement, wishes of client, skills of YOT officer, risk assessment etc

5.2 In cases where the young person's treatment needs extend beyond the period of supervision specified by the court, this ongoing need will be identified early on in the intervention programme so that a seamless transfer of the case can be made to an E's Up colleague when the court order expires

6. Access

6.1 The service must be accessible to all sections of the local community being responsive to all cultural, language, literacy and disability needs

7. Monitoring & Review

7.1 Review meetings will take place quarterly between the Provider, YOT Manager and the Young People's Commissioner.

7.2 The Provider will submit a written quarterly report including, not exclusively, the following:

- No. of YOT clients assessed by YOT using Core Asset assessment tool
- No assessed as scoring 3 or 4 (Asset) for substance misuse problems
- No of YOT clients referred to Substance Misuse worker
- No of full substance misuse assessments
- Analysis of therapeutic interventions
- Analysis of outcomes i.e case closed, remand etc
- Number of clients on DTTO's
- Analysis of worker activity (i.e face to face, training etc) including a breakdown of time spent with YOT and non YOT clients

7.3 Review meetings to be planned in advance for year and where possible within 2 months of end of quarter. Written quarterly report should be sent to Young People's Commissioner within 6 weeks of end of quarter.

Section 4: Finance

Portsmouth DAT will undertake to pay £ 26,000 p.a. the total value of the agreement. This will be reviewed annually, taking into account any budget uplift received by the Commissioner and costs to the Provider.

Any shortfall in activity will result in the return of funding to the Portsmouth DAT.

Portsmouth City PCT will invoice Portsmouth DAT quarterly

Wessex YOT will provide line management supervision and support; mobile phone; access to Wightcare Lone working system; access to IT; office accommodation; telephone and stationery.