

1. Which organisation/s is/are commissioned to run drug and alcohol services in Surrey?



Surrey Substance
Misuse Directory 20:

2. Do/does the organisation/s commissioned to provide drug and alcohol services report to the National Drug Treatment Monitoring System (NDTMS)?

Yes, those who provide care planned substance misuse treatment.

- Catalyst
- Catch 22 Surrey
- i-access CJIT Surrey
- i-access East Surrey
- i-access North West Surrey
- i-access South West Surrey
- Surrey CJIT
- Windmill House

3. From January 2007 to February 2017, how often have the provider/s of drug and alcohol services in Surrey report their NDTMS results to Surrey County Council?

Surrey County Council became responsible for substance misuse treatment from 01/04/2013

Providers are required to submit data on a monthly basis to the Public Health England (PHE), NDTMS. Various reports based on provider data are then produced on a monthly and quarterly basis by PHE for use by Surrey County Council (SCC).

4. From January 2007 to February 2017, how has the reliability and accuracy of data submitted to the NDTMS by the provider/s of drug and alcohol services in Surrey been scrutinised by Surrey County Council?

Surrey County Council became responsible for substance misuse treatment from 01/04/2013

The PHE reports produced for SCC are reviewed and any significant variance to previous figures is examined to identify the cause of the change. Regular meetings are held with providers so that commissioners can have a full understanding of how the teams are performing and any changes to the environment they are working in.

5. From January 2007 to February 2017, how often has the reliability and accuracy of data submitted to the NDTMS by the provider/s of drug and alcohol services in Surrey been scrutinised by Surrey County Council?

Surrey County Council became responsible for substance misuse treatment from 01/04/201

On a quarterly basis.

6. When was the last time that the reliability and accuracy of data submitted to the NDTMS by the provider/s of drug and alcohol services in Surrey was scrutinised by Surrey County Council?

End of February 2017, after the 2016-2017 Q3 reports were published.

7. Who is responsible for judging the reliability and accuracy of data submitted to the NDTMS by the provider/s of drug and alcohol services in Surrey?

Public Health Data Analysts working with Commissioners.

9. In the event of the provider/s of drug and alcohol services falsifying data submitted to the NDTMS, what recourse is available to Surrey County Council?

Falsifying would contrive the conditions of the contract

In the case of falsifying data, we would revert to 26.2.2.

10. In the event of the provider/s of drug and alcohol services providing inaccurate data to the NDTMS, what recourse is available to Surrey County Council?

For inaccurate data we would revert to the “due care, skill and diligence” requirements set out in 26.1.8

22. DEFAULTS

22.1 If at any time after the Commencement Date:

22.1.1 the Council (or its Authorised Officer) determines that the Services or any part of them have not been carried out in accordance with the Contract; or

22.1.2 the Service Provider has failed to comply with any requirement made by the Council (or its Authorised Officer) within the terms of the Contract; or

22.1.3 the Council (or its Authorised Officer) deems that Service Provider has adversely affected the image or reputation of the Council; or

22.1.4 the Service Provider is in breach of any part of this Contract

then without prejudice to any other right or remedy available to the Council, the Council or its Authorised Officer may issue Default Notices and deduct sums of money in accordance with the procedures set out below.

22.2 Any or all of the following procedures may be used upon issue of notice in writing to the Service Provider and the Authorised Officer shall have discretion as to which is most appropriate:

- 22.2.1 the Council may make such deduction from the payment due to the Service Provider as the Authorised Officer shall reasonably calculate as compensation to the Council in respect of the Service Provider 's failure;
- 22.2.2 without terminating the Contract, the Council may itself provide or procure the provision of any part of the Service until such time as the Contract Manager shall have demonstrated to the reasonable satisfaction of the Authorised Officer that the Service Provider is able to perform the Contract to a standard acceptable to the Council;
- 22.2.3 without terminating the whole Contract, the Council may determine that part of the Service shall no longer be provided by the Service Provider and itself provide or procure a third party to provide that part of the Service;
- 22.2.4 without terminating the Contract, the Council may require the Service Provider to remedy the default within a specified timescale at the discretion of the Council; and
- 22.2.5 the Council may terminate the whole of the Contract, in accordance with Condition 30 (Termination).

Any expenses incurred which are in addition to the cost of the relevant part of the Services arising as consequence of suspension of the Services or procuring a third party to do so shall be recovered from the Service Provider in accordance with these Conditions.

26. SERVICE PROVIDER 'S WARRANTIES AND LIABILITIES

- 26.1 The Service Provider from the date hereof and throughout the Contract Period warrants, represents and undertakes to the Council as follows:
 - 26.1.8 it will perform all of the Services in accordance with the Specification with due skill, care and diligence and within the times stated in the Specification, which times shall be of the essence.
- 26.2 The Service Provider shall be liable for and shall fully and promptly indemnify and hold harmless the Council, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings incurred or suffered whatsoever and howsoever arising, be it directly or indirectly, out of or in connection with the Service Provider's obligations under the Contract in respect of:

- 26.2.1 any claims, demands or proceedings brought against the Council by any third party by reason either directly or indirectly of any default or breach by the Service Provider of any provision of the Contract other than one for which a remedy is provided under any other provision of these Conditions or any additional conditions agreed in writing between the Parties;
- 26.2.2 any fraudulent or negligent act or omission by the Service Provider (including, without limitation, any misappropriation of monies properly due to the Council);
- 26.2.3 any liability of the Council to pay compensation to a Service User arising out of the Service Provider 's default in respect of repairs or failure to perform the Services in accordance with the Contract; and
- 26.2.4 any failure by the Service Provider to perform the Services in accordance with all and any terms of the Contract (including but not limited to the Specification).