



SERVICE LEVEL AGREEMENT

Between

County Durham and Darlington NHS Foundation Trust

AND

C Card Outlets (pharmacy) in County Durham

1st January 2023 to 31st December 2023

www.cddft.nhs.uk

Contracting and Development/Financial Management, Darlington Memorial Hospital, Hollyhurst Road,
Darlington, County Durham DL3 6HX Tel: 01325 743 398 Fax: 01325 743 346

with you
 all the way

1. AGREEMENT

1.1 This Agreement, dated 1st January 2023, is between:

- i. **(the Commissioner)**
Sexual Health Team,
County Durham and Darlington NHS Foundation Trust (CDDFT)
Darlington Memorial Hospital,
Hollyhurst Road,
Darlington,
County Durham,
DL3 6HX

and,

Together the parties (“the Parties”) to this Agreement.

2. PURPOSE OF THE AGREEMENT

This Service Level Agreement (“the Agreement”) is to regulate the provision of the C Card Distribution Scheme.

3. AGREEMENT PERIOD

3.1 This Agreement will be valid from 1st January 2023 to 31st December 2023. It may be extended for further periods, at the request of either party and by the agreement of both parties.

4. DESCRIPTION OF SERVICES AND OBJECTIVES

4.1 The Provider will provide services which are consistently in line with the specification at Appendix 1 (“the Service Specification”).

4.2 The obligations of the Service Provider and Commissioner are set out in the Service Specification.

5. SERVICE PROVIDER’S OBLIGATIONS

5.1 The Provider shall inform the Sexual Health Team if the service will not be offered, and that expected length of time the disruption will be in effect.

5.2 Where a disruption is perceived as likely to have a significant and detrimental impact on service provision by the Service Provider, this will trigger timely communication with the Provider’s nominated point of contact.

5.3 The Service Provider will make available usable, accurate and appropriate data on C Card visits on a monthly basis.

6. PERFORMANCE & ACCOUNTABILITY ARRANGEMENTS

- 6.1 Accountability for monitoring the performance of the services and functions set out in this Agreement lies with the Provider.
- 6.2 Monitoring will take place against the Service Specification.
- 6.3 The Service Provider will be accountable for the management and delivery of the services and outputs in accordance with the Service Specification set out in this agreement.
- 6.4 On a regular and agreed basis (at least every 6 months) the Sexual Health Team will contact/meet with the Provider to discuss:
 - 6.4.1 the performance of the Parties with respect to their performance under this Agreement over the period since the prior performance meeting including any performance issues and/or complaints, and
 - 6.4.2 any issues which are likely to be significant over the following month or months.

8. TERMS, FEES AND ACTIVITY

- 8.1 The service delivery is cost neutral to the provider. All consumables, resources and necessary items will be supplied by the Sexual Health team free of charge

9. MONITORING & INFORMATION REQUIREMENTS

- 9.1 The aim of the monitoring and information arrangements is to ensure that the overall objectives of providing a timely and high-quality service are met through a system of agreed criteria.
- 9.2 The Commissioner may, from time to time, notify the Service Provider of what further information it may reasonably require in order to monitor the Provider's performance of this Agreement.

10. REVIEW ARRANGEMENTS

- 10.1 It is intended that the Provider will work in partnership with the Commissioner to review the current service from time to time.
- 10.2 The service review should consider any potential developments, and or reconfiguration to improve service delivery, with the resulting changes being incorporated into a revised Service Specification which will be agreed by the Provider and Commissioner for implementation.
- 10.3 Reviews should take place at least every 6 months or more frequently where circumstances demand and by agreement between the Parties.

11. VARIATION

- 11.1. In the event that either Party requires a change or changes to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing.

- 11.2. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by both Parties' nominated officers.

12. DISPUTE RESOLUTION

- 12.1 Both Parties accept that it would be in their best interests for any disagreement to be resolved locally.
- 12.2 In the case of disputes emanating from this Agreement, the Parties will, in the first instance, be expected to attempt to reach a local resolution to the problem via the operational managers concerned. If the dispute were not able to be resolved at this level, the Service Provider and Commissioner would refer the matter to the Chief Executives of both organisations.

13. COMPLAINTS

- 13.1 The Provider agrees to comply with the NHS complaints procedure if dealing with patient complaints.
- 13.2 The Provider will ensure that Serious Adverse Events ("SAE") are shared, analysed and reported to the Commissioner. The process should include a mechanism to identify events as a minimum.

14. TERMINATION

- 14.1 The Agreement may be terminated in the following circumstances:
- 14.1.1 By either Party during the term giving the other 1 months' prior notice, or,
- 14.1.2 By the Commissioner if the Provider has breached of any of its obligations under this Agreement and such breach materially and adversely affects the performance of the Provider's obligations under this Agreement, and the Provider has failed to remedy such a breach within 15 calendar days of receipt of notice from the Commissioner identifying the breach, or,
- 14.1.3 By either Party if an Event of Force Majeure exists for more than 28 days.
- 14.2 An Event of Force Majeure is defined as an event or circumstance which is beyond the reasonable control of either Party including, without limitation, war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement.

15 INDEMNITY INSURANCE

15.1 The Provider will maintain, at its own cost, a comprehensive policy of insurance to cover the liability of the Provider in respect of any act or default from which it may become liable to indemnify the Commissioner under the terms of this Agreement.

16. LOCATION

16.1 The location of the services to be delivered is as detailed in the Service Specification.

17. NAMES AND CONTACTS IN RELATION TO THIS CONTRACT:

17.1 The names and contact details relevant to this Agreement are:

17.1.1 For the Provider:

Name:

Address

Telephone Number:

E-mail:

17.1.2 For the Commissioner:

Name:

Address

Telephone Number:

E-mail:

18. CONFIDENTIALITY/DATA PROTECTION

18.1 The Provider will adhere to the Commissioner's policy designed to protect information of a confidential nature to the service user.

19. EMPLOYEES & QUALIFICATIONS

19.1 The Provider must employ for the purposes of this Agreement, only such persons as are skilled, experienced and qualified to perform such duties required of the Commissioner

and must ensure that every person is properly and sufficiently trained and instructed and carries out the services in the manner prescribed in the Service Specification

20. HEALTH & SAFETY

20.1 The Service Provider warrants and will ensure that it will comply with the Health and Safety at Work etc. Act 1974 and all subsequent re-enactments or amendments thereto.

21. NO SECRETS

21.1 Both Parties agree to adhere to the principles contained in the Department of Health's publication 'No secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse'.

22. LEGAL STATUS

22.1 This Agreement is not a contract enforceable at law. However, it is expected that the Parties will adhere to best practice for negotiation and monitoring of the Agreement.

23. SERIOUS UNTOWARD INCIDENTS

23.1 Parties within the Agreement will have effective procedures for the management of all serious untoward incidents in place.

24. STATUTORY REQUIREMENTS

24.1 Both parties recognise their respective obligations to comply with the requirements of the requirements of all current legislation.

Scheme(s) to be delivered

C Card Registration & Distribution Scheme

C Card Distribution Scheme

Signed for and on behalf of the Provider:

Signature

Designation

Date

Signed for and on behalf of the Commissioner:

Signature

Designation

Date 1st January 2023

APPENDIX 1 - SERVICE SPECIFICATION
Guide to completion

Service	C Card Outlets (pharmacy) in County Durham
Commissioner Lead	
Provider Lead	<i>Insert setting/service name</i>
Period	1 st January 2023 to 31 st December 2023

1. Purpose

a) General Overview

The service specification is intended to highlight the requirements and expectations of the service(s) to be provided by C-card outlets (pharmacy) in County Durham

b) Purpose

To increase the availability of condoms to young people, deemed Fraser competent, between the ages of 13-24 years in County Durham in order to prevent unintended conceptions and the spread of sexually transmitted infections (STI's)

Aims

- To provide discreet, professional, non-judgemental and confidential community based C-card scheme
- To deliver safe and appropriate provision of services
- Impact upon the reduction of health inequalities
- Impact upon the reduction of unintended teenage pregnancy
- Impact upon the reduction of STI's
- Increase knowledge of condom use amongst young people
- Provide knowledge of services including emergency oral hormonal contraception (EOHC), community contraception services, and specialist sexual health services

c) Expected Outcomes

- To provide a safe, efficient and effective C-card scheme to young people in County Durham
- That young people under the age of 16 are allowed provision of condoms as part of the scheme through close monitoring via the under 16's C Card.

2. Scope

Quality Criteria

- The C-card scheme within the setting/service will be delivered only by staff who have undertaken and successfully completed the CDDFT C-card training.
cdda-tr.C-Cardenquiries@nhs.net
This training will provide best practice guidance.
Entry requirements for this training are:

- C Card Registration & Distribution – Evidence of Level 2 Safeguarding Children Training and a DBS check at an enhanced level.
- The C-card scheme within the setting/service will have the availability of a private consultation area.
- A private consultation should be undertaken with clients to ascertain the appropriateness of the request
- Services must be provided within Local Safeguarding Childrens Board (LSCB) guidelines and in line with local Safeguarding procedures, including Safeguarding procedures for young people under 13 years of age
- The service/setting must have in place and apply to practice written confidentiality policy & procedure. A copy of this will be provided to the commissioner.
- All access to records and documents containing information relating to individual clients treated under the terms of this SLA will be restricted to authorised personnel and that information will not be disclosed to a third party.
- The service/setting will comply with the Data Protection Act, Caldicott and other legislation covering access to confidential client information. Providers must ensure that they have suitable arrangements to store documentation in a safe and secure manner.
- The service must be provided in compliance with Fraser guidance and Department of Health guidance on confidential sexual health advice and treatment for young people aged under 16

Lead C Card officer:

Name:

Address

Telephone Number:

E-mail:

- **Whole System Relationships**
- C-card settings/services may need to share relevant information with other health care professionals and agencies, in line with recognised confidentiality arrangements, including, where appropriate, the need for the permission of the client to share the information
- All C-card trained staff should be aware of the nearest sites offering free access to EOHC
- And be able to signpost/refer on to other services for screening or contraceptive and sexual health advice
- C-card trained staff are able to signpost clients without a regular method of contraception into services that will provide an on-going method of contraception
- C-card settings are to have available sexual health information leaflets

- The setting/service will provide advice on sexual health services as appropriate, including onward signposting/ referrals and if applicable to a service that can provide treatment and further advice and care

4. Access and Quality Criteria

a) Geographic coverage/boundaries

Resident males and females of County Durham aged over 13 years and under 25 years

b) Days/Hours of operation

As per setting/service opening hours/availability of trained C-card scheme staff

c) Referral Criterion

Open access and self-referral

5. Planning

6. User Involvement

7. Quality and Performance Indicators	Quality and Performance Indicator(s)	Threshold	Method of Measurement	Consequence of Breach
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[This is the performance framework and represents the objective measure against which provision of the service is measured. The individual lines will relate to the actual indicators that will be monitored]

Service User Experience	User satisfaction	90%	Service to engage users in annual feedback and provide to commissioners by 30 April 2023	Service review
Improving Service Users & Carers Experience	Provide contemporaneous resources to service users	100%	Site visit	Service review
Reducing Inequalities Reducing Barriers	Contribute towards reduction of STI transmission. Contribute towards reduction of unintended conceptions Availability to service users within scope of project	100%	Self-reporting	Service review

Improving Productivity	Clearly advertise scheme (if appropriate setting)	100%	Self-reporting & site visit	Service review
Access				
Outcomes				
Annual reporting to be submitted by 30th April 2023				

8. Activity			
<i>Activity Performance Indicators</i>	<i>Threshold</i>	<i>Method of measurement</i>	<i>Consequence of breach (if applicable)</i>
C Card registration	Baseline 2022/23	Timely data return	Service review
C Card distribution	Baseline 2022/23	Timely data return	Service review

Activity Plan

Performance reported and submitted to the commissioner monthly
Data activity should be provided by the end of the 2nd week of the subsequent month
e.g. May 2023 reported no later than June 15th 2023

9. Continual Service Improvement Plan

Provide action plan(s) from users annual feedback by 30 April 2023 - implementation of improvements to be discussed at annual review meeting

10. Prices & Costs

10.1 Price

Basis of Contract	Unit of Measurement	Price	Thresholds	Expected Annual Contract Value
Monthly data return	C Card registration	£5.00 exclusive of VAT		
Monthly data return	C Card distribution	£5.00 exclusive of VAT		
Total				