



Services Agreement SH:24 Online Sexual Health Services

1. AGREEMENT

1.1 This Agreement, dated the **xx xx xxxx**, is between:

a.) SH:24 CIC, (registered address 35a Westminster Bridge Road, London, SE1 7JB) (the “Provider”) operating www.sh24.org.uk

b.) **xx xx**, (registered address **xx xx**) (the “Client”)

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

2. PURPOSE OF THE AGREEMENT

2.1 This Agreement (“the Agreement”) is to regulate the provision of remote/online sexual and reproductive health services (see Schedule 1 for more details)

3. AGREEMENT PERIOD

3.1 This Agreement will be valid from **xx xx xxxx** until either party decide to terminate the agreement.

3.2 Thereafter the agreement shall operate on a 12 month rolling basis, with a 6 month notice period unless agreed otherwise between the parties.

4. SERVICES

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

4.2 The obligations of the Service Provider and Client are set out in the Service Specification (Schedule 1)

5. TERMS, FEES AND ACTIVITY

5.1 The fees are set out within the Pricing Document (“The Pricing Document”). Payment of the Price shall be made by monthly installments payable against invoice with a breakdown of expenses incurred and raised by the Provider in arrears for the activity of the previous month. Payment shall be made by the Client within 30 calendar days from the date of the invoice. Failure to comply with these payment terms will constitute a material breach.

6. VARIATION

- 6.1 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.
- 6.2 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.

7. DISPUTE RESOLUTION

- 7.1 Both Parties accept that it would be in their best interests for any disagreement to be resolved locally.
- 7.2 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 Client would refer the matter to the Chief Executives of both organisations.

8. COMPLAINTS

- 8.1 The Provider agrees to comply with the NHS complaints procedure if dealing with service user complaints.

9. TERMINATION

- 9.1 The Agreement may be terminated in the following circumstances:
 - 9.1.1 By either Party during the term in the case that the other party commits a material breach, or,
 - 9.1.2 By the Client if:
 - i. the Provider has breached of any of its obligations under this Agreement and the Provider has failed to remedy such a breach or agree a remedial action plan within 60 calendar days of receipt of notice from the Client identifying the breach, or,
 - 9.1.3 By the Provider if:
 - i. The Client fails to pay any undisputed amounts owed under this agreement within the payment terms, or,
 - 9.1.4 By either Party if:
 - i. An Event of Force Majeure exists for more than 28 days, or
 - ii. The other party enters into negotiations with its creditors over sums owed
- 9.2 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.

10. INDEMNITY AND INSURANCE

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

11. LIMITATION OF LIABILITY

- 11.1 Except in relation to (a) death or personal injury caused by the Provider's negligence; (b) fraudulent misrepresentation or fraud by the Provider; (c) any other type of liability which cannot by law be excluded or limited, the Provider excludes all liability for any loss or damage suffered by the Client, its officers, employees or agents resulting from the Contract (including any losses, whether direct, indirect, special or consequential (including but without limitation loss of profit or goodwill and any loss arising out of any liability of the Client to any other person) resulting from negligence or any other tort or any breach of the Provider or any of its officers, employees or agents arising out of any act, event or circumstance or series of any acts, events or circumstances relating to this Contact.

12. EXCLUSION

- 12.1 In the event that the exclusion of limitation in this clause is not sufficient, the Provider's total liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this Contact or any collateral contract between the parties, shall in no circumstances exceed 100% of the undisputed fees received by the Provider from the Client in the three months of this Contract prior to a dispute being notified.

11. INTELLECTUAL PROPERTY

- 11.1 Any intellectual property rights (including any patent, copyright, database right, moral right, design right, registered design trade mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application or any such right or other industrial or intellectual property right subsisting in any part of the world) created by either Party prior the Commencement Date or in the course of the performance of the Agreement or otherwise in the provision of the Services, shall remain the property of the Party which created such intellectual property.

12. NAMES AND CONTACTS IN RELATION TO THIS CONTRACT:

- 12.1 The names and contact details relevant to this Agreement are:

For the Provider:

Name: xx xx

Address: xx xx

Telephone Number: xx xx

E-mail: xx xx

For the Client:

Name: xx xx

Address: xx xx

Telephone Number: xx xx

E-mail: xx xx

13. CONFIDENTIALITY/DATA PROTECTION

- 13.1 Both parties to keep information confidential and not to disclose to other parties without consent from one another. Such information includes, but is not limited to, all company and patient details.
- 13.2 The terms of this Agreement are confidential to the Parties and each of the Parties will, and will procure that each of its employees, agents, representatives and advisers will, hold such terms and details in confidence and not disclose such terms or details to any other person (other than such of their respective employees, agents, representatives or advisers as need to receive such information for the purposes of the arrangements referred to in this Agreement), save to the extent that any Party is required to disclose such information by law or any competent regulatory authority or with the prior written consent of the other Party.
- 13.3 The Provider and the Client will adhere to the Data Sharing Agreement signed by Parties.
- 13.4 For the purposes of this contract, the Client is the data controller and the Provider is the data processor. The Parties will enter into a separate GDPR data processing agreement to govern the supply and storage of customer data

14. EMPLOYEES AND QUALIFICATIONS

- 14.1 The Provider will employ for the purposes of this Agreement, only such persons as are skilled, experienced and qualified to perform such duties required of the Client 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.

15. SERIOUS INCIDENTS

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

16. STATUTORY REQUIREMENTS

- 16.1 Both parties recognise their respective obligations to comply with the requirements of the requirements of all current legislation and be registered with the Care Quality Commission.

17. GOVERNING LAW

- 17.1 Each Party to this Agreement agrees that this Agreement shall be governed under the laws of England.
- 17.2 Subject to first complying with the dispute resolution procedure laid out in Clause 7, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

18. COUNTERPARTS

- 18.1 This Agreement will be signed in two (2) counterparts, one for each Party, and both will be deemed the original.

Signed for and on behalf of the Provider:

Signature

Name & role: xx xx

Date

Signed for and on behalf of the Client:

Signature

Name and role: xx xx

Date

SCHEDULE 1: SERVICE SPECIFICATION

INTRODUCTION

SH:24 is an online sexual health service, delivered in partnership with the NHS. Our aim is to make it easier and faster for people to access sexual and reproductive health services. We are a Community Interest Company (CIC) driven by our mission to improve sexual and reproductive health by enhancing access to safe, user-centred, truly holistic and efficient care.

SERVICE DESCRIPTION

SH:24 makes it easier for people to get remotely tested for the most common sexually transmitted infections (STIs): Chlamydia, Gonorrhoea, Syphilis, HIV Hepatitis B and C.

The service is quick, discreet and completely confidential – users visit the SH:24 website, order a test kit, receive the test kit by post, complete the test kit at home, return it to SH:24 by freepost and receive their test results by text message.

Residents in the specified geographical area will have access to SH:24's STI testing service allowing them to order a free and confidential STI test that can be accessed 24 hours a day. The service will be capped to operate within the financial budget as per the terms above and as advised by the Client.

TESTING REGIME

Based on the information provided in the risk assessment users (16 and over) can be offered:

- T2 test: chlamydia and gonorrhoea test (U25 lower risk users)
- T4 test: chlamydia, gonorrhoea, HIV and syphilis test (triple site test for men who have sex with men) for 25+ and high risk U25s

NB: users are able to be given the option to opt-in and out of which tests to take at the end of the order process – allowing them to make the final choice of tests and self-manage their health. The testing regime will be specified during the mobilisation phase.

PROCESSING

Once a user has completed their order online, a test pack will be sent by SH:24's distribution team to them via Royal Mail First Class post (same day if ordered before 4pm on a weekday). The user is provided with a pre-paid Royal Mail First Class envelope to return their samples in.

All returned samples will receive attention on the day of receipt by the laboratory and results will be available within 12 - 72 hours of receipt of the sample.

RESULTS MANAGEMENT AND USER SUPPORT

Once the laboratory has completed its analysis, it transfers results securely to SH:24.

SH:24 will notify the user of their results by text message (apart from for reactive HIV results which are managed via a telephone call). Users with a positive chlamydia result can be offered the option of postal treatment.

SH:24 will triage users who test positive (and haven't opted for the home chlamydia treatment option) into local clinics to agreed notification protocols specified during the mobilisation phase.

Users will be kept updated on the progress of their order by text message throughout the process and can ask our clinical team for support at any point.

Any safeguarding cases flagged during the online risk assessment will be initially managed by the SH:24 clinical team. A kit will not be sent out to a user until one of our nurses has spoken to the user to explore the potential safeguarding issue further. Users will be referred into appropriate safeguarding support agencies to protocols agreed during the mobilisation process.

Our website also offers further information about sexual and reproductive health covering and signposting.

MOBILISATION AND TRAINING

SH:24 has been designed to be fully integrated with specialist health services. During the mobilisation process, our experienced multidisciplinary team will locally implement/adapt tried and tested protocols and referral pathways into local clinics. This will include staff briefing and training sessions that will train staff in the results referral process into clinic and training on our intuitive clinical record system.