## The Newcastle upon Tyne Hospitals NHS Foundation Trust

## Paediatric Sexual Assault Referral Centre, Children and Young Peoples Clinic.

### Terms of Business for Customers of the Paediatric SARC at Newcastle upon Tyne NHS Foundation Trust

**Between:**

**The Paediatric SARC, Children and Young Peoples Clinic, Newcastle upon Tyne NHS Foundation Trust** (provider)

**Any organisation who refers patients for assessment and is subsequently in receipt of services by the provider for the service(s)** (customer)

**Background:**

This document sets out what the Paediatric SARC at Newcastle upon Tyne Hospitals NHS Foundation Trust (the provider) expect of any organisation who refers patients for assessment and what those customers can expect in return.

1. Introduction and scope

SARC processes are subjected to comprehensive regulation and legislation. It is a requirement for the SARC Service to be accredited to BS EN ISO 15189 for evidence recovery during the forensic medical examination of complainants of alleged sexual assault and compliance with the Forensic Science Regulators Code of Practice and Conduct.

This standard requires that agreements between the provider and customers are specified. As such there are expectations that fall on both parties, and it is a requirement that these are understood and strictly adhered to. Expectations and obligations of both parties are outlined in this document.

The aim of CYPC is to provide a service for the clinical evaluation of children and young people who are alleged victims of sexual assault and rape. Ensuring the work carried out at this facility is with a level of care, honesty, integrity, objectivity and impartiality.

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| The SARC Services provided are carried out at:  |
| CYPC, level 3, Great North Children’s Hospital.  |
| The SARC Services can be contacted on: |
| Telephone: 0191 282 4753Email: nuth.nepaediatricforensicservice@nhs.net |
| The SARC Services are available: |
| 24/7 service for the assessment of children and young people up to the age of 16 years who have experienced sexual assault or sexual abuse |

The SARC services provided include:

Referral to the SARC service

Collection of forensic evidence including:

Skin sample

Blood samples

Urine samples

Hair samples

Documentation of injuries

Prevention of unwanted pregnancy

Protection and detection of sexually transmitted infections

Report and follow up

Therapeutic referrals

The providers priorities will be determined by:

The clinical needs of a patient

Threat/ Harm and Risk to the community

Forensic Timeframes

1. Service agreement and Service Level Agreements (SLA)

Submission of a referral to the provider constitutes as an agreement between the customer and the provider to perform investigations. Both parties are required to fulfil their obligations. Expectations and obligations of both parties are outlined in this document.

For financially material and/or complex service there will be an additional formal service level agreement (SLA) document agreed by both parties. Where an SLA has a service specification which contradicts this document, the SLA service specification takes precedence.

Clinical, non-clinical and quality information will be made available to customers through the provider’s website or for services excluded from the website and specialist services through a memorandum of understanding (MOU) prepared by the providers quality team.

1. Requirements of customers - General

Customers are responsible for ensuring that all the following points are met, please also refer to specific sections later in this document:

**3.1 Contact**

The customer must contact the provider prior to attending the service relating to a new and unestablished requirement, contact must be made with sufficient lead time to allow the provider’s governance in relation to new activity. This includes but is not limited to, checking capability and capacity, and actioning any requirement for an SLA or SLA variation. This also applies where an existing customer has a service change or a new requirement. Contact is made via the providers Clinical lead or management team. Please see the key contacts section of this agreement.

Attendance to the SARC for a police referral patient is arranged via contact from the police via telephone contact.

Attendance to the SARC for a social services referral patient is arranged via contact from the professional via telephone contact.

* 1. **Referral Requirements**

The customer must provide sufficient information to allow a referral that is valid and of acceptable quality for consideration. The patient must be correctly identified at the time of the referral and the minimum essential information collected before referring to the provider. Patients must be processed under the correct conditions. Refer to the providers webpage or MOU provided by the providers quality team where uncertainty exists. The provider must be contacted if this cannot be done, and they will advise as to whether alternatives would be acceptable.

* 1. **Transport Requirements**

If applicable, the customer must ensure the patient is transported in a timely manner to the provider allowing time for parking and getting to the SARC. The patient should arrive in an unmarked car wherever possible. The provider must be contacted if this cannot be done, and they will advise as to whether alternatives would be acceptable. The customer is responsible for all transport requirements. It is advised that anti-contamination measures are considered by the customer when transporting patients to the SARC. This could include reducing contamination by using disposable seat covers in the Police vehicle.

* 1. **Patient Information**

The customer must provide sufficient information with each patient or referral. This will include both patient and clinical details and any other information that will ensure that the correct pathway and follow up are performed as required.

1. Customer expectations of the provider

Provided that all the expectations within this document are met, the customers can in return expect the following levels of service from the provider:

* Twenty-four hours access to crisis support, first aid, safeguarding, specialist clinical care and forensic services in a secure and age-appropriate facility.
* Attendance at the facility of all required personnel to provide the forensic medical examination service within a reasonable timeframe, considering the needs of the patient as well as the forensic evidence recovery.
* Appropriately trained SARC personnel to provide immediate support to the Police or social services, the patient and significant others, where relevant.
* Choice of gender of FHP, where possible.
* Coordination planning to minimise cross contamination (different personnel and SARC facilities utilised for contact with patients involved in the same case).
* Access to FHPs and other practitioners who are appropriately qualified, trained and supported and who are experienced in sexual offence examinations for children and young people.
* Dedicated working towards ISO 15189:2022 accreditation and FSR Codes.
* Decontamination protocols in place to ensure high quality forensic integrity and a robust chain of evidence in keeping with FFLM guidelines and FSR requirements.
* The medical consultation includes an immediate health assessment including assessment of injuries and a risk assessment for self-harm, vulnerability and sexual health, and immediate access to emergency contraception, PEPSE, mental health and other health services and follow up support, as required.
* Case by case strategic forensic assessment and the recovery and preservation of forensic evidence.
* Access or referral to support, advocacy and follow-up through a counselling service, including support through the criminal justice process (should the patient choose that route).
* Access or referral to counselling support from specialists trained in pre-court age-appropriate counselling, if necessary.
* The SARC has a team to provide 24/7 cover for a service which meets NHS standards of clinical governance and the European Working Time Directive.
* All children and young people whether their case is recent or historic, going through the criminal justice process should be offered access to a child advocate or ISVA to support themselves and their families, this may include victim support from the Police.
* Children’s social care shall be involved at an early stage. Normal practice includes a strategy discussion between children’s social care, the Police and the paediatrician and/or FHP at the time that the concerns emerge or as soon as possible after the child has presented at Paediatric SARC, CYPC.
* Referrals will be received, registered, processed and authorised by appropriately qualified, registered and experienced staff.
* Agreement to complete SARC assessments indicates the provider has the capability and resource to provide the requested service.
* Where appropriate, clinical interpretation and/or advice and interpretation will be given verbally and/or in writing by appropriately qualified and competent staff who are authorised to do so.
* All staff involved in service delivery will be appropriately trained, competent and authorised for the service provided.
* All medical consultant staff will be registered with the GMC and participate in the relevant training and QA schemes where available.
* The provider will ensure high quality of service that will be subjected to robust quality management processes.
* The provider will aim to make results available to customers within the turnaround times stated on the webpage. Customers will be notified as soon as possible of any circumstances that adversely affect this. Please note, quoted turnaround times are from receipt of referral to report authorisation. These do not allow for the administrative process of printing and posting reports where applicable. The administrative processes will be completed in a timely manner.
* The provider will inform customers as quickly as possible of circumstances that could impact on the reliability of results and/ or reports.
* The provider will inform services users through direct communication (email or posted letter) and/or through the providers webpage of any changes to requirements or processes that impact on results and/or reference ranges. This may result in a new MOU being issued.
* Some specific aspects of the referral and/ or assessment may, on occasion, be subcontracted to referral services. Details of activities subcontracted to referral services would be made available to the customer directly (email or posted letter) or alternatively would be available on the provider’s website.
* The provider will be registered with an appropriate proficiency testing (PT) scheme, where available, for the services provided. The provider will inform the customer of any adverse PT that results in persistently poor performance and/or where the provider has been referred to the advisory panel.
* Where a PT/ EQA scheme is not available the provider ensures the quality of testing performed is monitored by a robust and alternative method.
* The provider will maintain major incident and business continuity plans in order to ensure service continuity.
1. Definitions

*The provider*

The Paediatric SARC at Children and Young Peoples Clinic (CYPC) at Newcastle upon Tyne Hospitals NHS Foundation Trust (NUTH).

CYPC comprises of several facilities or areas that are equipped for providing recent and non-recent forensic assessment, genital clinics, assessments for female genital mutilation.

*Customer*

Any organisation who refers patients for services provided by the provider

The customers relevant to this document are those who do not have contractual agreement with Newcastle upon Tyne Hospitals at an organisational level which includes services provided by CYPC.

Customers must have the appropriate authority to request a referral to perform an assessment. Customers will need to consider the appropriateness of all requests made and should contact the provider to discuss where uncertainty occurs. Although not exhaustive this includes the following groups:

* Police staff
* Social Services staff
* Healthcare professionals
* General Practitioners or representatives acting on their behalf.
* Schools and education providers

*Service Level Agreement*

A contract between the service provider and the customer which documents what services are provided and defines the legally binding service terms and conditions.

*Memorandum of Understanding (MOU)*

A non-legally binding document which in addition to the provider’s website defines service technical and quality details. This document is managed and controlled by the providers quality team and will only be required for specialist services or for services which are not detailed on the provider’s website.

*Referral request*

A formal approach made in verbally, writing or electronically that asks a service to perform a process

*Reports*

The representation of collated results, with, where necessary, appropriate technical, clinical, and medical interpretations, in a single electronic or hard copy document. It is intended to assist customers in the collation of evidence and/or clinical management of the patient.

1. Customers

We can only accept referrals from parties with the appropriate authority to request assessments.

We cannot accept referrals directly from individuals and any referral requests should be made via Police and/ or Social care.

We can only report results to the requesting customer and to identified professionals within the care team for that patient.

1. Patient Consent

Patient consent is the responsibility of the customer and must be sought prior to a referral.

Informing the provider of withdrawal of consent is the responsibility of the customer. On receipt of information regarding withdrawal of consent the provider will follow their local withdrawal of consent policy.

1. Patient Identification and Specimen Suitability

The person taking any specimen is directly responsible for ensuring that the patient is positively and correctly identified and that patient details correspond to the information given on both the specimen and any accompanying form.

The provider is responsible for ensuring the correct specimen container has been used for the samples collected at the SARC. The customer is responsible for receiving the specimens and ensuring they are suitably transported, within required stability time limits.

Please consult the providers webpage, or MOU for specific information.

1. Specimen Labelling (and patient identification)

Accurate patient identification details on any samples collected are vital for patient safety and/ or permissible evidence. It is the responsibility of the person collecting the sample to ensure that specimens are correctly labelled and request details (forms or electronic requests) are completed to the required standard. Specimen and request details must be compatible.

If known or suspected to contain a hazard group 3 or 4 biological agent, the sample and accompanying form must be appropriately labelled.

1. Service Delivery Resolution

If an assessment cannot be completed due to a sampling, transport, equipment or other issue this will be notified to the customer verbally and/ or by written communication.

The provider will communicate a failure to deliver the SARC service to a patient to the customer via the SARC manager. If the issue is not resolved, then the issue shall be escalated to the next level and will continue to be escalated for resolution. This includes issues relating to impartiality and conflicts of interest.

If the issue is of a criminal matter, then it will be referred to the relevant Force PSD.

If the issue is of a disciplinary matter, then advice should be sought from HR.

If the issue relates to the honesty or integrity of a member of SARC personnel, then the Forensic Science Regulator and UKAS will be informed.

1. Turnaround times

Turnaround times are published on the provider’s website. The quoted turnaround times cover from referral request to report issued. The times do not include the administrative process to print and post/email reports, administrative tasks will be complete in a timely manner.

1. Urgent assessment

On clinical grounds, referrals may be seen urgently as per the provider’s standard protocol.

1. Contact for reporting of results

Customers are responsible for suppling the provider with correct contact details. The provider will not be held responsible for delay of reporting due to lack of contact information.

1. Reference Ranges

Reference ranges and critical values are assessed regularly by suitably qualified staff to ensure that they remain current and appropriate to the service repertoire. The provider will update the details on the provider’s website and/or MOU as required.

1. Reporting

The provider will issue reports in line with the request from the customer;

An interim report will be produced by the Forensic Consultant Paediatrician performing the assessment and should be available immediately following the completion of the assessment.

A forensic medical report should be available 14 days following the report and will be forwarded to the Police in attendance and any other relevant professional colleagues as indicated.

Any results from STI screening or other testing will be communicated to the patient directly or to family/ carers by telephone or written communication in a timely manner.

1. Data processing agreement

A patient’s personal data will be shared between the customer and provider for the purpose of the assessment and care of the patient.

All patient identifiable information when reported by the customer will be provided securely, this may be through verbal communication, egress secure email or by post.

Secure egress email will require non nhs.net users to register with egress to download encrypted data.

Secure post will only be sent, by courier or by royal mail marked as confidential to the provided secure address.

If a request relates to a patient who has also attended at Newcastle upon Tyne Hospitals NHS Foundation Trust, result information may be shared with the Newcastle upon Tyne NHS Foundation Trust electronic patient record providing the required patient identifiers, relevant to the request type (paper or electronic), are available.

1. New customers/ New workload

The provider accepts customer with regular and one-off testing needs of varying financial materiality.

Irrespective of whether the customer and provider have an established agreement in place the customer must contact the provider if there is a new requirement, a change in requirement or a material change in referred activity levels.

Capacity and capability to support customers will be ascertained by the provider. If the provider does not have capacity and capability the customers will be notified by email communication.

The customer will be asked to provide details of the customers organisation name and the address for patient reporting.

The customer may be asked to provide information to confirm they have the appropriate authority to request referrals.

For high financially material services and / or complex service needs SLA paperwork will be provided. SLA paperwork is initiated by the providers business unit and is signed by both provider and customer. The paperwork includes indictive pricing and may include a service specification. SLAs vary in duration depending on the service.

For customers with a regular but low financial value service no SLA is put in place, receipt of a referral or request constitutes agreement.

Requests for ad-hoc services are initiated by the customer completing an ad hoc request form. If materiality/complexity requires there will be an SLA prepared and signed by both the customer and the provider, alternatively receipt of the request form constitutes agreement.

In all cases this terms of business document is to be read in conjunction with any agreement.

Detailed clinical, technical and quality information will be provided through the provider’s website or through a MOU supplied by the providers quality team.

1. Pricing and Payment

Prices are available by contacting the provider, please see key contacts.

Prices are subject to annual and/or bi-annual inflation to the level indicated by NHS England nationally, or subject to annual inflation in line with RPI/CPI or an alternative percentage based on Trust supplier uplifts for customers not commissioned by NHS England.

Prices may be subject to change following service review, in the event of equipment replacement and/or other service improvements. Price change from these events will be notified in advance.

If applicable, the customer shall pay any invoice submitted by the provider within thirty (30) days of invoice date.

The customer is responsible for providing any necessary purchase order, failure to promptly provide a purchase order does not discharge from the customer’s obligation to pay for services within 30 days of invoice date.

All provided pricing excludes VAT, should VAT become due this will be charged at the prevailing rate.

1. Assessment, Regulation and Legislation

The Forensic Science Regulator has established a new Code of Practice which mandates that all SARC sites must achieve UKAS accreditation (ISO 15189). In order to achieve accreditation, SARC sites must be suitable and comply with the accreditation standards. The deadline for this accreditation is October 2025.

The customer is responsible for ensuring compliance with and maintaining these quality standards.

On-site assessments occur annually to ensure ongoing compliance. Conformance to these standards and ongoing accreditation remains the prime quality objective and provides reassurance to customers of our ongoing commitment to attaining the highest levels of service quality.

Where processes are not included with the schedule of accreditation, the provider will be able to demonstrate that testing is carried out as part of a defined management system.

The full accredited scope of tests is available on the UKAS website.

Should accreditation be fully withdrawn or fully suspended this will be communicated by letter to impacted customers, information will also be made available on the provider’s website.

Information on tests outside of scope of accreditation are detailed on the provider’s website and in some cases as a note on test results.

The provider complies with all legislative requirements for practice and are assessed appropriately by external bodies such as the Care Quality Commission.

1. Health and Safety

The customer must make the provider aware of any infection risk from patients referred to the service.

The provider must label any samples containing a Hazard Group 3 or 4, e.g., hepatitis, HIV or tuberculosis as a biohazard.

A lack of sufficient clinical detail provided on the referral request regarding potential risk of infection may result in the patient being managed incorrectly with resulting increased risk of infection to SARC staff.

1. Complaints

Complaints can be made through the Newcastle upon Tyne NHS Foundation Trust complaint procedure. An official complaint can be made verbally, in writing or electronically. If you wish to make a verbal complaint, please telephone the Patient Relations Department on 0191 223 1382 or 0191 223 1454. To make a complaint electronically please send the details in an email to the provider.patient.relations@nhs.net. If you wish to complain in writing, you can write to: -

Chief Executive,

Newcastle Upon Tyne Hospitals NHS Foundation Trust, Headquarters

The Freeman Hospital,

High Heaton,

Newcastle Upon Tyne

NE7 7DN

Alternatively, complaints can be made by contacting the appropriate department personnel detailed on the provider’s website.

If a formal SLA is in place this will include details of the provider representative.

1. Key Contacts

Enquiries can be made by email, writing or phone to:

Children and Young Peoples Clinic

Level 3, Block 2,

Clinical Resource Building

Royal Victoria Infirmary

Newcastle upon Tyne

NE1 4LP

For non-urgent queries, email: (monitored from 9am-5pm Monday to Friday) nuth.nepaediatricforensicservice@nhs.net.

Tel: 0191 282 4753.

Details of contacts can be found on the provider’s website.

1. Notifications

In the event of both a planned or unexpected issue impacting customer reporting, the provider will communicate details of the issue and mitigation plan to customers via letter and/or email. Information on large scale / duration issues will also be available on the provider’s website.

1. Conflicts of Interest

Regular meetings are in place between the SARC Management team and the NHSe Health and Justice commissioning team to monitor the demand and capacity status, any quality related issues and any undue delays of the SARC services.

In instances where there is a high demand for the SARC services and prioritisation of cases is required the cases are prioritised based on the several factors including health and wellbeing of the child or young person and forensic/ injury window.

Any conflict of interest identified by SARC personnel (internal or external), must be reported to the SARC Manager or Quality Assurance lead who will endeavour to resolve it by considering the resource / skills available. Should escalation be required, then the issue should be raised with the SARC Director who will make a decision.

1. Provider’s website

The provider’s website can be found at [Children and young people's clinic (including Paediatric Sexual Assault Referral Centre) - Newcastle Hospitals NHS Foundation Trust](https://www.newcastle-hospitals.nhs.uk/services/great-north-childrens-hospital/children-and-young-peoples-clinic/)