

A large, stylized orange graphic that resembles a speech bubble or a callout box. It has a gradient from light orange to dark orange and is outlined in a thin orange line. The text is centered within this graphic.

## **Advice Partnership SLA Frequently Asked Questions**

This document provides answers to the most frequently asked questions about Advice Partnership Service Level Agreements (SLAs).

August 2018

**Let's stop MS together**

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## An Introduction to Service Level Agreements

### What is a Service Level Agreement?

A Service Level Agreement (SLA) is normally a two-way written agreement which defines the services (and the quality you expect) your group will receive from a Service Provider.

SLAs can vary from being a broad description of areas of responsibility to detailed task lists with specific response times for each. Too little detail which simply defines service delivery as being provided within 'reasonable' timescales can result in unclear expectations and be difficult to monitor and evaluate. Equally too much detail can result in a confusing, overly complicated agreement.

Both the MS Society group and Service Provider will need to show commitment to spend time on reviewing service provision with a view to improving it (e.g. being open to feedback, discussing service issues and being willing to challenge traditional or established ways of working) in order for the SLA to work effectively.

### What does a Service Level Agreement usually include?

A SLA will normally include:

- A description of the services and who they are aimed at
- Brief outline of roles/responsibilities within the team and contact details
- Availability of the service
- Expected service standards (and delivery time frames, where appropriate)
- What the Service Provider needs from your group to enable them to deliver an effective service
- Fees and costings, where appropriate.
- Legal or other regulations which must be complied with
- How you will measure, monitor and evaluate service performance
- How will you communicate/report on performance – what will be your key outcomes or impacts
- How complaints or conflicts will be dealt with
- How the agreement will be reviewed and updated

### Why do we use SLAs?

SLA's can help to provide a clear framework for service delivery; monitor performance and service quality; and support continuous improvement. The value of a SLA is two-sided. The MS Society group has an assurance that they are covered in emergencies and the Service Provider has a contract that demonstrates what is expected of them.

At the moment the health and safety fitness risk management system is fairly onerous in terms of paperwork and checks. The SLA places the legal responsibilities where they should be, ensuring the MS Society group fulfils their obligations under health & safety and other legislation while only completing the actions that are relevant to them.

### Is a SLA appropriate for the service we're setting up?

As a general rule, whenever a group is receiving a service from Service Provider it is good practice to have a written agreement which sets out the expectations of everyone involved. Exceptions to this rule may be one-off information events or social events (where the MS Society group is responsible for the majority of the organisation – booking the venue, arranging catering etc.) A Service Level Agreement is not necessary when a group is delivering services that are entirely run by MS Society Staff and volunteers e.g. MS Support, peer support groups and signposting to information.

### Who needs to be involved in drawing up the SLA?

Establishing what constitutes 'good service', gaining agreement and commitment between your group and the Service Provider is essential so you both need to be involved in drawing up the SLA. You should also involve your Local Networks Officer. They will have experience of setting up SLAs for various services so should be able to advise you on what has worked well, or not so well, for other groups in your area.

### Who can we contact if we have a question about our SLA?

This FAQ list aims to answer the most common questions groups may have when setting up a SLA. We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

### How do we use the SLA template we've been given?

Green square brackets mean that the person filling in this form needs to add the required detail. There will be a word in the square brackets to indicate what this required detail is e.g. 'FREQUENCY'.

Blue text represents a selection that can be kept or deleted but should not be altered in any way.

Red text represents text that must be deleted before finalising this agreement as it is for guidance only.

Black text represents a clause which is fixed it should be kept in the agreement. It should not be altered or deleted.

## How do we avoid making mistakes?

Some top tips for avoiding common mistakes:

- Don't let the service provider draft the service level agreement. It is vital for the MS Society group to go through the process of deciding what services need to be provided, how they are to be provided, when, where and who will be able to access them.
- Don't leave preparation of the Service Level Agreement until the last minute. The SLA should take priority and should be introduced at the start of the process.
- Don't overdo it! Remember that someone from your group needs to monitor service levels. If you include too many detailed service levels you may not be able to effectively monitor them (due to a lack of volunteers or time etc.) to make informed decisions about developing the service.

## What should we do if the Service Provider suggests we use their template instead?

If the Service Provider suggests that they draft the agreement or that their SLA template is used instead you should:

- request a copy of the proposed agreement
- compare it to the relevant MS Society SLA template.

If, following a direct comparison between the two SLAs, you can confirm that **ALL** the specific areas in the MS Society template are covered in the proposed agreement and the alternative SLA template is more appropriate, then:

- Approach Quality and Innovation team at MSNC for final agreement by emailing [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk) and copying in your Local Networks Officer.

## What should we do regarding a SLA is two groups want to share the costs and responsibilities of running a single service?

In these situations groups should enter into two separate SLAs with the same service provider. This is the simplest way to ensure that both groups are clear on their responsibilities and avoids situations where there could potentially be



disagreements between groups. If you (or your service provider) feel that entering into two separate SLAs really is not possible then you should contact the Central Finance Team via your Local Networks Officer.

## Definitions

### *MS Society group 'Contact Person'*

This person must be prepared to act as a link between the Service Provider and the MS Society group. Ideally, this person should have access to the MS Society group email inbox and should be able to attend regular service review meetings.

### *Service Provider*

This can be a company, a cooperative or an individual as long as they agree to take on all the responsibilities as laid out in the SLA. In this agreement the Service Provider may also be referred to as an 'Advice Partner'.

## An Introduction to Advice Partnerships

### What is an advice partnership?

We define an advice partnership as a formal agreement between one or more MS Society groups and an external organisation equipped to provide advice and practical support. They usually involve an MS Society group funding a worker to provide specialist advice for an agreed number of hours or days per week or month.

### Do we need an Advice Partnership?

Assessing the needs of the people using services is difficult: their needs may be many and varied; some people and their needs may not be apparent to you; some people may not be able to express or communicate their needs; or your understanding of their needs may be based on mistaken assumptions.

All MS Society branch activities and services should be developed in response to a need that has been identified. Section C3 of the MS Society Handbook and our Service Starter Kits will give you some guidance on ways to assess local need.

### Can we afford to enter an Advice Partnership?

Having established a need for an advice partnership, the next stage is to consider what money you can dedicate towards funding it. To do this, you should revisit your plan and budget and if you haven't got a plan and budget, it would be a good time to start.

The Treasurer's Handbook contains a simple guide to putting together a plan and budget. As part of the wider planning and budgeting process it is also a good idea to consider:

- the importance of the activities currently undertaken by your group and how they benefit people affected by MS in your area. Rank them in order of impact on people affected by MS.
- the potential impact which an advice partnership could have and where it would fit in your list of current activities.

Things to consider as part of your budget for advice partnerships specifically:

- If your adviser sees clients at their office, they are likely to make no more than three appointments during an eight hour working day. This is because each hour-long appointment will usually generate at least the same again in follow-up work. An eight hour day also includes a lunch hour and most services run for 46 weeks of the year to allow for annual leave and statutory holidays.

- Visiting clients at home or working out of a number of locations can help make your service accessible to more people, but your adviser won't be able to make as many appointments. Many partnerships agree a maximum number of home visits per week or month to balance accessibility and demand for appointments.
- You may agree to pay a cost per hour up to a maximum number of hours per week or month, or a weekly or monthly rate for an agreed number of hours or days. As a guide, our existing advice partnerships cost £20-£30 per hour

As well as considering these things specifically your group also needs to consider the total liability in relation to the termination clauses of your agreement. For example, if you've calculated that your advice partnership will cost your group £1000 per month and you have to give the Service Provider 6 months' notice this means that your total liability is £6000. You should consider how you will be able to fund this liability should you need to, which is likely to be through a combination of reserves held by your group and planned fundraising activity.

## Why can't our group just give advice without paying another organisation to do this?

Providing information and giving advice are very different things.

The MS Society provides information to support and enable a person to take control and make informed choices for themselves. This means that it is up to the person to decide what works best for them, based on the information available or knowing where to go to find out more.

Giving advice involves a person regarded as knowledgeable or authoritative making recommendations concerning future action. Giving advice is about helping with claims form filling, queries and problems. Giving advice makes a person responsible for the outcome.

The MS Society does not give advice and you must never do so.

## Does the MS Society have any relationships with advice giving organisations nationally that we can signpost our members to if needed?

The MS Society funds the Disability Law Service's MS Legal Advice Line in order to provide free confidential legal advice to people affected by MS in England and Wales. The Disability Law Service can advise on the following areas of law:

- Employment
- Disability Discrimination
- Goods and Services
- Community Care

- Welfare Benefits (appeals)

Details of how to access the service can be found on the [Disability Law Service website](#).

# 1. Overview

## Why should we review the SLA?

A Service Level Agreement is a working document that is updated regularly as your service grows and develops. Regular reviews of the service against the Agreement will allow your group to react quickly to any problems and to more easily understand issues that impact the service. Review and monitoring of the service is covered in more [detail later in this document](#).

## How long should a Service Level Agreement generally last for?

The SLA should last no longer than 24 months (2 years). If you are entering into an agreement for a completely new service that your group has never funded before it is good practice to enter into a shorter agreement initially (3-6 months) and to then extend the agreement after this trial period if the uptake of the service has been good and you have received positive feedback about its impact. There is a Service Level Agreement template available that can be used specifically for pilot agreements or short courses.

The below table indicates common lengths you may enter into an agreement for and when we recommend you begin conversations with your service provider about the option of renewing or amending the agreement.

Agreement term	Meet to discuss renewal/amendment
3 months	1 month before termination date
6 months	2 months before termination date
12 months (1 year)	3 months before termination date
18 months	3 months before termination date
24 months (2 years)	6 months before termination date

## 2. Description of Service

### How will we know whether or not the service is the statutory responsibility of someone else?

Statutory services are required by the law and put in place by the government. Examples of statutory services include benefits, social services, NHS treatment and schools.

Non-statutory and voluntary services fill gaps in the system. Examples of non-statutory services include benefits advice given by Citizen's Advice or emotional support given by the Samaritans.

MS Society services must not replace statutory services. If statutory services don't meet the needs of people with MS in your area, or are not readily accessible, it may be more appropriate to campaign for improved statutory provision locally before committing resources to setting up our own service.

We've developed a [Local Campaigning Toolkit](#) to help you to do this. Your Regional/External Relations Officer (R/ERO) can also work with you to improve access to statutory services.

### How should we decide what type of advice the service will cover?

This should be led by demand in your area and the expertise of the Advice Partner.

Generally, advice partnerships mainly focus on advice and support relating to benefits, but when other issues are identified they may also offer debt support and will signpost to other appropriate services for issues such as housing, employment and social care.

## 3. Terms of service

### 3.1 Availability

#### Where should the service be delivered?

Some advice workers hold joint drop-ins with the local MS nurse. Others work out of an advice centre or office, and see clients there. If your group has a property, it may be appropriate for clients to go there for appointments, or you could look for an accessible community space.

#### What about home visits?

Some advice workers also make home visits. This can make the service accessible to people who find leaving their homes difficult. Depending on the issue, it can also be easier to support clients in their home environment – the advice worker might notice things that could help a client’s case that they wouldn’t otherwise think to mention. However, home visits take up much more time than when people can come to the advice worker. Home visits should be reserved for those who genuinely cannot attend other centres to ensure that the advice worker can see the maximum number of clients possible.

#### Why is a reduced waiting time important?

Advice organisations help thousands of people to resolve their legal, money and a huge variety of other issues by providing free, independent and confidential advice every year. When we enter an advice partnership we commit to paying another organisation for providing a service that, technically, is usually free. Therefore it is important that we are able to demonstrate that the service is providing value for money i.e. that the service we are getting is better than it would be if individuals accessed it through the normal channels. A shorter waiting time is one way to demonstrate this.

#### What reasons might we have, other than reduced waiting times, for entering an advice partnership?

Other benefits of entering an advice partnership might be that you can be confident that the advice worker you are dealing with has an understanding of the fluctuating nature of MS and its impact on a person’s daily life. Home visits are another element which can differentiate your service from those that can be accessed by any member of the public.

### 3.2 Scope

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

### 3.3 Reach

#### How can we promote this service effectively?

Section B1: Availability contact and communication and Section B2: Using our brand of the MS Society Handbook and our Service Starter Kits will give you some guidance on ways of effectively promoting local services.

### 3.4 Limitations

#### We think that putting limits on the amount of time per case or individual isn't practical and is unfair. Is this something we can remove?

Limitations exist to make sure that the reach of the service is fair. If a service has no limitations then there is nothing to prevent one or two people benefiting from the service while others are unable to access it. This clause needs to remain in the templates.

The best way to calculate the appropriate limitations is to divide the total service delivery by the number of cases/individuals (all of this information is filled in under the 'reach' section of the agreement).

Cases that extend beyond the agreed limits should be managed by the Service Provider under their standard service.

### 3.5 Referrals

#### What do we mean by 'referral'?

A referral is simply the means by which someone comes to attend the service for the first time. The service may be recommended to them by a professional such as a GP or MS Nurse. Someone may also refer themselves into the service perhaps after they have seen it advertised in the local area or a friend or family member has let them know about it.

#### What is the best way to manage referrals?



It's not the role of the MS Society group to decide who can use the service – your advice worker will assess what support a person needs. The group's role is to publicise the advice partnership as widely as possible to people affected by MS to ensure people know how to access it. MS support volunteers, your local MS nurse and partner organisation may refer people to the service, but people should also be able to self-refer if they want to.

## 3.6 Evaluation

### How do we obtain evaluation tools?

Service evaluation and impact measurement tools for each service can be obtained by contacting the Quality and Innovation ([quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)) team who can also advise on how and when the evaluation should be administered.

### What if our chosen Service Provider suggests carrying out their own service evaluation as an alternative?

If the Service Provider wishes to use any alternative evaluation tools this must be discussed between them and the MS Society Strategy and Impact team **before** your SLA is signed.

### Our group already evaluates how the service is performing using our own survey/other methods. Why can't we just continue using the same methods we always have?

There are currently many MS Society branches considering providing services and it's important we understand the impact of each type of service so that the guidance we give to groups helps them make the right decisions about what their service should look like. We can only compare services when the impact measurement scales we are using are the same across the UK which is why we ask all groups to use our approved survey tools.

### Should we be tracking attendance?

MS Society groups should still keep to keep attendance registers for most services. This is so groups can evidence their average attendance numbers submitted via the Portal. Tracking attendance will also help groups to check that the service they are receiving under the Service Level Agreement is cost effective.

## 4. Costs

Sections 4.1d and 4.1e - these do not apply and in our case we would like to delete them

These clauses are conditional so if not applicable that is fine but they should still remain in the document, leaving them in if not relevant does not materially alter the agreement.

**What should we be paying for this service?**

As a guide, our existing advice partnerships cost £20-30 per hour.

**What are reasonable expenses / disbursements?**

You should look at the total cost of the agreement with the service provider. Some service providers may charge expenses or disbursements separately while others will include in their hourly rate. If a service provider tells you they will charge expenses or disbursements you should to obtain an estimate of how much these will be.

**What information needs to be included on an invoice?**

All invoices must include:

- The word 'invoice' on the document.
- a unique identification number
- the name of the Service Provider, address and contact information
- the MS Society National Centre address
- a clear description of what is being charged for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- Expenses (where applicable) should be listed as a separate charge
- VAT amount if applicable
- the total amount owed

**Do we need to inform anyone before entering into this service?**

Under the Society's financial rules (rule 26) additional approval will be required if the total contract value is more than £10,000. Rule 26 of the financial rules appears below:

- The additional following approval is required where expenditure is over £10,000 including where a contract has a total value of £10,000:
  - For amounts between £10,000 and £25,000, approval is required from the Local Network Manager, Head of Local Networks (in England), Head of Services and Support (Scotland) or Country Director.
  - For expenditure between £25,000 and £50,000 approval is required from the Executive Director of Services and Support.
  - For over £50,000 special arrangements will apply – contact the Head of Finance.

### Can we charge people affected by MS for advice to recover some of our costs?

You can charge but this may discourage people from using the service, it may be better to ask for a donation.

### Can we ask for donations or a suggested donation?

Yes. It must be a genuine donation i.e. people don't have to pay the donation to get the advice and people who give a donation don't get preferential treatment.

Ideally donations should be collected by one of the lead volunteers on the group, counted with another volunteer and banked by them. If this is not practical then the service provider could collect them – they should use a receipt book and told to issue receipts for any donations received. Donations should be passed onto the group within 30 days of receiving them.

### If any donation is made by a service user to the service provider we would like this to go the provider.

In trust law, if the donor thinks they are giving money to the Society or towards the cost of providing the service then the money must go to the MS Society.

### Can Gift Aid be claimed on donations associated with services?

Yes, you can claim gift aid in the normal way providing they are genuine donations i.e. the donation must be entirely voluntary with nothing given in return. The Finance Handbook for Group contains details on how to claim gift aid.

## 5. Payment

### How should we pay the Service Provider?

You should pay the Service Provider via bank transfer or cheque. Avoid suppliers that ask for 'cash only' payments.

## 6. Managerial and Support Services

- Questions about your Service Provider's insurance are answered in Section 13 'Indemnity and Insurance'.

### What should you consider when selecting a provider?

You may want to look at a number of service providers, provide them with the SLA and ask for a quote. Our Service Starter Kits contain tools to help you with this.

There are number of things you need to consider when selecting a provider:

- Are they appropriately qualified to carry out the service and do they have a relevant quality standard (see section on quality)
- Will they be able to substitute someone else to carry out the service if they are not able to?
- Do they have the resources to carry out the service?
- Are they VAT registered?
- If not VAT registered then need to make clear that the Society will not meet any future VAT liabilities should HMRC tell the service provider that VAT should have been charged.

### What resources are available to us for providing MS awareness training to Service Providers?

These resources can provide your partner organisation with information about MS and its impact. We are hoping to develop new tools to help you provide this training during 2017. We will update this document with details as soon as they become available

### How should we correspond with the Service Provider regarding any requests they make or any changes to the service we need to inform them of?

Although it's likely that you will regularly talk to the Service Provider in person (at review meetings) or on the telephone, it is good practice to also keep a written record of any changes or requests between yourself and the Service Provider.

We suggest that communication preferences – email, letter - are discussed and agreed between the group and the Service Provider before the SLA is signed.

## 7. Safeguarding

Details of the Society's safeguarding policies, procedures and guidance can be found [here](#)

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

## 8. Health and Safety

### Now that the premises management responsibilities fall to the Service Provider, do we have to do anything?

There is a guidance document for all MS Society groups to follow which lays out their responsibilities. One of these is to “Adhere to all health and safety requirements as laid out by the Service Provider”.

The MS Society group is also required to check that the venue accessibility is suitable for their specific users as this may vary between groups.

### Is our group responsible for any of the equipment that might be used?

No, it will be the responsibility of the Service Provider to ensure all equipment is fit for purpose, and is inspected and maintained in line with the manufacturer’s instructions. They must also be competent to use it and show others how to do the same.

### Do we need to have an attendance register?

We will still be asking MS Society groups to keep an attendance register for most services. This is so groups can evidence the attendance numbers submitted via the Portal.

MS Society groups will also need to provide a named contact (again this information will be entered on to the Portal). The named contact is someone who service users can get in touch with if they have any worries or concerns. This does not have to be the same named contact that appears on the SLA but it may be.

### What happens if there is a first aid incident or other emergency?

The SLA template places the responsibility for ensuring systems are in place to cover these eventualities with the Service Provider. The MS Society group’s responsibility will be to abide by the Service Providers rules.

### Will our group still have to complete PARQ’s and disclaimers?

No, the Service Provider will be responsible for assessing an individual’s ability to take part in their service. They will have their own systems in place and the MS Society group’s responsibility is to follow the Service Providers rules.

## Will our group have any health and safety responsibilities?

Yes, they will be responsible for:

- adhering to the Service Providers health and safety requirements
- adhering to relevant MS Society policies such as personal care.
- reporting any incidents or accidents to the health and safety team.
- reviewing the health and safety parts of the SLA annually to ensure that appropriate systems are in place to keep service users safe.



## 9. Quality

### What are the appropriate qualifications for someone delivering this service?

If you need to know the level of a qualification, you can:

- see a [list of qualification levels](#) in England, Wales and Northern Ireland
- use the [Register of Regulated Qualifications](#) - if you know the name of the qualification and the exam board that runs it
- [compare qualification levels from other countries](#)

There are various qualifications that an individual working for an Advice Partner may have the most important thing is to enter into a partnership with an organisation that holds a Quality Standard for advice provision.

### What is a relevant Quality Standard for advice provision?

There are various quality marks for organisations that provide advice to the public on social welfare issues:

- The Advice Quality Standard (AQS)
- Scottish National Standards for Information and Advice Providers
- Northern Ireland Advice Quality Standard

The MS Society should only you enter into a partnership with an organisation that holds one or more of these standards as this gives us assurance that they have demonstrated that they are easily accessible, effectively managed, and employ staff with the skills and knowledge to meet the needs of their clients.

### NICE guidelines aren't relevant to this service. Is this something that we can remove?

The document gives NICE guidelines as an example (it is an e.g. not incl.) of what a relevant guideline may be, we expect the service provider to be able to assess what the relevant guidelines are or aren't within the context of the service they provide.

For example, for a benefits advice service NICE guidelines are not relevant however some advice partnerships may be providing health advice (this is something that the CAB does provide as a service in the context of a [person's right to access healthcare](#)). It is at the CAB's discretion to decide on guidelines that may be relevant to benefits advice.

As this is an example of a guideline that might be relevant please leave it in.

## 10. Complaints

Complaints should be confidential. The Service Provider does not want to pass on details due to their internal procedures.

Complaints should be dealt with within the Service Provider's complaints procedure wherever possible. At service review meetings a summary needs to be provided by the Service Provider to the group. It is at the discretion of the Service Provider what this summary consists of. At a minimum, they need to report the number of complaints they've had about the service since the last review meeting, number of complaints resolved and the number still ongoing.

This minimum amount of information should be something that the service provider can disclose and the group will need to understand that they cannot expect further detail than that. Even this small amount of information is still useful to the group as it will allow you to assess:

- a) whether complaints are being dealt with quickly
- b) whether there has been a significant increase in complaints in a particular period.

Where can we find a copy of the MS Society's 'Comments, compliments and complaints' policy?

A copy of the MS Society's 'Comments, compliments and complaints' policy and procedure is available on the volunteer website.

## 11. Review and Monitoring of the service

### What is the service review group?

The main role of your service review group is to review the monitoring information and evaluate the service. This will ensure that any issues relating to the service are identified and discussed in a timely way.

### What should the service review group be considering at meetings?

Service review meetings should be used to consider:

- whether the service still represents value for money
- whether the service still meets the agreed standards
- how problems have been dealt with
- whether there have been any notable successes that could be communicated more widely or used to build a stronger service
- any changes from either the Service Provider or the MS Society Group that might require a change to the service

### What monitoring information do we need from the Service Provider?

You should discuss monitoring with your partner organisation when agreeing the SLA as this will require them to collect this information and provide it to you in this format quarterly. **We can provide a copy of our standard monitoring form to you, please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk).**

The monitoring form includes information about how many people were accessed the service since the last review date and what issues they were supported.

The MS Society is currently reviewing the monitoring information we require from our advice partners and it is likely that we will release a new form in 2018; we will update this FAQ document and the volunteer website with further information when this happens.

### Why do we need this information and how flexible can we be about it?

Your group needs this information as it allows you to check that the service is being delivered as agreed in your SLA. When this information is compared to information about other similar services throughout the UK the MS Society can see the 'big picture' impact that our advice partnerships are having for people affected by MS.

## 12. No Subcontracting

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

## 13. Indemnity and insurance

What should we do if the Service Provider does not have the level of insurance cover stated in the SLA?

If the Service Provider you have chosen does not have the level of insurance cover stated in the SLA and is not prepared to increase their cover to meet our requirements we would advise that the best solution would be to try find another Service Provider who does hold the correct level of insurance cover.

If there are special circumstances please submit a request for us to consider by emailing [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

## 14. Equal Opportunities

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

## 15. Data protection

What does 'only processes data in accordance with instructions...' mean?

This refers to the service users consent and the MS Society's consent. If the service user at some point fills in a form saying that they do not want their details passed on to third parties, the Service Provider must ensure that it does not pass on these details.

## 16. Variation

### What is a variation?

A variation is an alteration to the scope of works in a contract in the form of an addition, substitution or omission from the original scope.

### When may a variation be appropriate?

Variations to the Service Level Agreement may be necessary for various reasons including:

- Non-performance of either party
- significant changes to the uptake of the service
- major development in the way the service is provided.

Variations should not (without the MS Society group's consent):

- Change the fundamental nature of the service
- Omit work so that it can be carried out by another Service Provider.
- Be instructed after completion.

### What happens if our group (or the Service Provider) wants to ask for a variation?

Many services will vary from the original design, scope and definition. If it becomes clear that your service requires variation or the Service Provider requests a variation you should meet with the Service Provider to discuss this. At that meeting you may agree to alter some terms in the original agreement if this is the case you will need to document those changes in writing and both parties should sign them to signify that they agree with the changes to the original agreement. In cases where your group and the Service Provider meet and cannot reach an agreement about changing the terms of your original agreement either party may decide they wish to terminate the agreement. If this happens the intention to terminate also needs to be documented.



## 17. Governing law and Jurisdiction

The template says 'governed by the laws of England' but we're based in Northern Ireland/Scotland/Wales. Do we need to change this?

No, it is still a valid choice to have an English governing law clause even though the services are being provided in another part of the UK. You should not alter this part of the Agreement.

## 18. Termination of Agreement

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk)

## 19. Sign off process for SLAs

### Do we need to inform anyone before entering into this service?

Under the Society's financial rules (rule 26) additional approval will be required if the total contract value is more than £10,000. Rule 26 of the financial rules appears below:

The additional following approval is required where expenditure is over £10,000 including where a contract has a total value of £10,000:

- For amounts between £10,000 and £25,000, approval is required from the Local Network Manager, Head of Local Networks (in England), Head of Services and Support (Scotland) or Country Director.
- For expenditure between £25,000 and £50,000 approval is required from the Executive Director of Services and Support.
- For over £50,000 special arrangements will apply – contact the Head of Finance.

### Who can sign Service Level Agreements?

Every MS Society group has at least three authorised bank signatories who can sign off on bank payments and are required to have a good knowledge of the Society's finance and procurement procedures. Service Level Agreements must be agreed and signed by two authorised signatories and by an authorised representative of the Service Provider.

There may be others closely involved in the drawing up of the Agreement e.g. the group 'Activities Organiser' and even named as the 'Contact Person' for the Agreement, but only authorised bank signatories can sign the SLA.

### What should we do with the Service Level Agreement once it has been signed by both parties?

This document contains a checklist for finalising your Agreement. Your group needs to retain the hard copy final of SLA so that you can use it to refer back to when monitoring service levels and making a decision about whether to renew your agreement. A copy of the signed SLA also need to be saved against the relevant service record on the Portal and sent through to MSNC. The different ways of sending this are also outlined on the checklist document.

## **We're the MS Society.**

Our community is here for you through the highs, lows and everything in between. We understand what life's like with MS.

Together, we are strong enough to stop MS.

[mssociety.org.uk](http://mssociety.org.uk)



### **Contact us**

MS National Centre 020 8438 0700  
[info@mssociety.org.uk](mailto:info@mssociety.org.uk)

MS Helpline Freephone 0808 800 8000 (weekdays 9am-9pm)  
[helpline@mssociety.org.uk](mailto:helpline@mssociety.org.uk)

### **Online**

[mssociety.org.uk](http://mssociety.org.uk)  
[facebook.com/MSSociety](https://facebook.com/MSSociety)  
[twitter.com/mssocietyuk](https://twitter.com/mssocietyuk)

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### **MS Society Cymru**

[mscymru@mssociety.org.uk](mailto:mscymru@mssociety.org.uk)

Multiple Sclerosis Society.  
Registered charity nos. 1139257 / SC041990.  
Registered as a limited company by guarantee  
in England and Wales 07451571.

 **Let's stop MS together**

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