Exercise Service Level Agreement (SLA)

XX Month YYYY

|  |  |
| --- | --- |
| Service Provider | |
| Name: |  |
| Address: |  |
| Telephone No: |  |
| Email: |  |
| Type: | Individual/Organisation |

|  |  |
| --- | --- |
| MS Society [group name] Group | |
| Group Name: | MS Society [GROUP NAME] Group |
| Contact Person Name: |  |
| Telephone No: |  |
| Email: |  |

How to use this template:

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 the 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.

**There is a Service Level Agreement FAQ list that aims to answer the most common questions groups may have. 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**

1. Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between [SERVICE PROVIDER NAME] (“the Service Provider”) and MS Society [NAME] Group (“the MS Society Group”) for the provision of [SERVICE NAME].

This Agreement commences on [DATE] and remains valid until [DATE] when it may be superseded by a revised Agreement mutually endorsed by both parties.

[NUMBER] months prior to the Agreement termination date both parties will meet to discuss the option of renewing or amending this Agreement.

This Agreement outlines the parameters of the service(s) covered as they are mutually understood by the Service Provider and the MS Society Group. It does not supersede current MS Society processes and procedures unless explicitly stated.

1. Description of Service

This should be a new service, an existing service currently covered by the MS Society risk management system or an expansion to existing service. It should not replace one that is the statutory responsibility of other Service Providers e.g. Local Authority or Health Services.

This section should include a brief description of the service that is going to be provided.

This SLA template covers any kind of group exercise session, including but not limited to:

* Cardio/ aerobic group sessions e.g. dance, general exercise, seated exercise
* Mind and body group sessions e.g. Martial arts, Pilates, Tai chi, Yoga
* Conditioning group sessions e.g. use of exercise equipment, water based exercise, physio-led exercise.

An exercise service for all people with Multiple Sclerosis (MS), their families and carers, specifically providing session(s) of [NAME TYPE(S) OF EXERCISE].

This service is provided by the Service Provider (not the MS Society) and is funded, in part, by the MS Society group. All services funded by MS Society groups are expected to meet certain quality standards. In particular, all exercise services must be: professionally delivered; accessible to all; safe; impactful; regularly monitored, evaluated and improved.

1. Terms of Service

This section specifies how the service will operate.

Please use each of the second level headings (i.e. 3.1, 3.2 etc.) for all Agreements.

* 1. Availability
* The service will be delivered at [LOCATION] by [NAMED PERSON OR LEVEL OF COMPETENCE e.g. an experienced personal trainer].
* The service will be for [NUMBER] hour(s) per week/fortnight/month (including all travel time, face-to-face client time and administration time).
* The service will be available [NUMBER] weeks of the year.
* The service will be reviewed every [NUMBER] weeks/months (details of this are outlined in Section 11) and may be amended within the timescale covered by this SLA, depending on service demand.
  1. Scope
* To provide a [TYPE OF EXERCISE] service to clients with MS.
* To signpost to other information and refer service users to other services where relevant.
* To liaise and work jointly with local MS Society volunteers and staff, other statutory bodies and voluntary organisations as appropriate.
* To carry out any other tasks which may be within the scope of the post to ensure the effective delivery and development of the service.
  1. Reach

Total service delivery of [NUMBER] hours, over the course of each month/quarter/year should benefit [NUMBER] of people.

Both parties will work together to fully promote the service to all people with MS in [LOCATION] regardless of MS Society membership status.

Service will be advertised as a service provided by [SERVICE PROVIDER NAME] for people with MS and funded/subsidised by the MS Society group.

The service will be publicised as widely as possible via:

* MS Society Group newsletters
* MS Society Group or Service Provider’s website/ social media
* MS Professionals
* Posters and publicity material as appropriate
* Any relevant publications
* Local conferences and information days
  1. Limitations

Provision of the service should be limited to [NUMBER] of hours/sessions/classes per individual. In cases that extend beyond this agreed limit, the Service Provider will manage all subsequent hours via their standard service, and no amounts shall be payable by the MS Society group in respect of such subsequent hours.

* 1. Referrals

Entry into the service will be via:

* Health professionals
* Social Services
* Self-referral
  1. Evaluation

Evaluating our services allows us to show the difference this service makes to those using it. Each service should have some measurable outputs and outcomes that can be used to present a case to further develop services for people with MS, their families and carers.

A generic service evaluation survey will be provided to service users at least once in every 12 month period. The MS Society will provide the appropriate tool(s) for this evaluation.

An impact evaluation will be carried out at least once in every 12 month period. The MS Society will provide the appropriate tool(s) for this evaluation.

The Service Provider will provide appropriate support to administer and gather responses for any scheduled evaluation when required.

1. Costs

If the service will not be operated under a voucher scheme, the provisions of Section 4.1 shall apply (and not Section 4.2).

If the service will be operated under a voucher scheme the provisions of Section 4.1 e) and f) and Section 4.2 shall apply.

* 1. Fees

1. The parties agree that the service provided to the service user will cost £ [NUMBER] per hour/session/consultation/case (the “Service Amount”). Of that Service Amount, the MS Society group will contribute £ [NUMBER] per hour/session/consultation/case (the “MS Society Contribution”), provided that the MS Society Contribution will not exceed £ [NUMBER] in total for each session/month/quarter/year. The remainder of the Service Amount shall be paid for by [ ].
2. Disbursements will be paid only if agreed in advance with the Service Provider by the MS Society group.
3. Should, in respect of the provision of any service, the Service Provider receive aggregated amounts in excess of the Service Amount, then such excess amounts shall be given to the MS Society group within 30 days of receipt.
4. If the Service Provider is VAT registered then the fees charged and contribution in (a) above are VAT inclusive.
5. If the Service Provider is not VAT registered the MS Society will not be responsible for payment of VAT should HM Revenue & Customs state that the Service Provider should have registered for VAT.
6. The Service Provider must provide the MS Society group with a VAT invoice (if VAT registered) for the Society’s contribution.
   1. Voucher arrangements

Where the service operates under a voucher scheme the Service Provider will be paid by the MS Society group in exchange for vouchers. Vouchers shall have an expiry date of 12 months from the date of purchase.

In these circumstances, the parties agree that the service user shall be charged £ [NUMBER] per hour/session/consultation/case, and shall be entitled to redeem the voucher provided to them in full for such service (to the value of the voucher).

The voucher value will be VAT inclusive where the Service Provider is VAT registered.

**The Service Provider is responsible for:**

* Providing an invoice which states the total amount payable by the MS Society group, the number of vouchers being purchased, the number of hours each voucher is exchanged for and the expiry date associated with the vouchers.
* Keeping full records of vouchers redeemed by service users
* Submitting an invoice, with redeemed vouchers, within 1 month after the expiry date printed on the voucher.

**The MS Society Group is responsible for:**

* Keeping full records of vouchers issued to service users.
* Reconciling the group’s and the Service Provider’s records as part of Service Review Group meetings
* Ensuring that any decision to purchase additional vouchers is based on this reconciliation.

1. Payment

On receipt of an invoice or VAT invoice (where applicable) the MS Society group will make payment within 30 days of date of invoice.

1. Managerial and support services

# The Service Provider and the MS Society group are jointly responsible for:

* Service development and planning in relation to proposed changes to this service or to data collected.
* Establishing a small Service Review Group to oversee the service as outlined in Section 11.

**The Service Provider is responsible for:**

* Maintaining valid insurance in accordance with the requirements detailed in Section 13 of this Agreement.
* Managing referrals and any waiting list
* Providing the MS Society Group with monitoring information relating to the service before each scheduled review meeting.
* Attending additional meetings if required by the MS Society Group to discuss any problems or non-provision of service.
* Ensuring systems are in place to keep the service users safe while using the service
* Ensuring systems are in place to keep the individual(s) delivering the service safe in their work place e.g. personal safety and lone working policies.
* Employing or engaging the individual(s) required to deliver the service, who in no circumstances shall be considered employees or agents of the MS Society group. The Service Provider shall be responsible for the management of all matters in relation to these individual(s) including – recruitment, induction, payment, national insurance contributions, clinical supervision and support, training and professional development, replacement due to absence, adequate professional indemnity insurance, relevant disclosure checks are in place before starting the service, disciplinary action and any post basic training or education deemed necessary for safe practice.
* Providing administration and secretarial support and office services for the individual(s). delivering the service (e.g. invoicing)
* Delivering information about the service at local MS Society events (by mutual agreement and with sufficient notice given by the MS Society Group).

**The MS Society Group is responsible for:**

* Checking the credentials (e.g. qualifications) of the Service Provider.
* Running and managing the Service Review Group as outlined in Section 11.
* Providing awareness on MS issues to the Service Provider, if required.
* Responding to all reasonable requests from the Service Provider within [NUMBER] days.
* Ensuring the Service Provider is informed of any changes to the MS Society Group representation for the Service Review Group and/or any other MS Society changes or developments which may affect the individual(s) delivering the service.

It is recorded by both parties that nothing in this Agreement is intended to give rise to the relationship of employer and employee.

1. Safeguarding

**The Service Provider is responsible for:**

* Ensuring systems are in place to safeguard and protect the welfare of all who use its services by having and complying with effective safeguarding policies and procedures. Where a Service Provider does not have these in place they must follow the appropriate MS Society Safeguarding policy and procedure.

**The MS Society group is responsible for:**

* Notifying the Service Provider of the MS Society safeguarding policies and procedures.
* Escalating any safeguarding concerns it becomes aware of, where it does not consider such concerns are being adequately addressed within the Service Provider’s safeguarding policies and procedures, in accordance with the appropriate MS Society safeguarding policy and procedure.

1. Health and Safety

**The Service Provider is responsible for ensuring:**

• Where appropriate (i.e. outside private homes) that the premises where the service is taking place:

* Complies with all applicable health and safety legislation including the Health and Safety at Work etc. Act 1974
* Is fit for purpose
* Service users are able to fully access all relevant areas
* Have suitable and sufficient welfare facilities for all service users
* They liaise with premises management, where this is a third party
* That any equipment provided for use is fit for purpose and is inspected and maintained in line with the manufacturer’s instructions
* That staff or the individual(s) covered by this Agreement are competent to demonstrate, use and aid service users in their use of said equipment
* That staff or the individual(s) covered by this Agreement are competent to manage:
* any first aid incident and provide appropriate treatment
* any emergency situation resulting in the service users needing to be evacuated from the venue safely
* They notify the group in advance of all health and safety requirements
* They notify the MS Society group named contact of any relevant incident/ accident within 24 hours
* They conduct initial and ongoing assessments of all service users; including an evaluation of their ability to take part in the service safely

**The MS Society group is responsible for:**

* Adhering to all reasonable health and safety requirements as notified to it by the Service Provider where any personnel of the MS Society group are at the premises where the service is taking place.
* Checking venue accessibility at the premises where the service takes place is suitable for their specific service users.
* Where the MS Society group interacts with any service users in connection with the provision of the Services, following the guidelines as laid out in the MS Society personal care policy.
* Following any incident/accident involving personnel of the MS Society group, completing the appropriate MS Society form and returning it as instructed on the form.

1. Quality

**The Service Provider is responsible for:**

* Ensuring that the service is provided with reasonable skill and care and in accordance with all applicable laws.
* Ensuring that the staff or the individual(s) covered by this Agreement will:
* Have appropriate, current qualifications and training.
* Have appropriate, current membership of one or more relevant professional bodies.
* Practice according to the standards of their professional qualification.
* Practice according to any guidelines relevant to people with MS, their families and carers e.g. NICE Guidelines.
* Have access to appropriate and relevant educational material about MS.
* Treat service users with respect and consideration.
* Observe service user confidentiality.
* Deliver the service in a manner commensurate with the service user’s needs and ability.

**The MS Society Group is responsible for:**

* Providing a named point of contact for the Service Provider and all those using the service.
* Ensuring that the service is adequately monitored and evaluated as set out in Sections 3.6 and 11 of this Agreement.
* Keeping an attendance register to evidence average attendance
* Observing service user confidentiality
* Ensuring that those using the service are notified in advance of any changes to it.

1. Complaints

Service users should be given clear guidance on how to make a complaint if required. All complaints about the service will be dealt with via the Service Provider’s complaints procedure.

Complaints not able to be adequately addressed within the Service Provider’s complaints procedure will be dealt with by the MS Society group in the first instance. If the complaint cannot be dealt with by the MS Society group it should be escalated using the MS Society’s ‘Comments, compliments and complaints’ policy.

Full records must be kept of all complaints, investigations and outcomes. A summary of all complaints, investigations and outcomes must be provided by the Service Provider to the MS Society group at service review meetings.

Where a complaint is resolved by the MS Society group a summary should be provided to the MS Society National Centre by emailing: [quality@mssociety.org.uk](mailto:quality@mssociety.org.uk).

1. Review and monitoring of the service

The Service Review Group will consist of:

* Service Provider representative(s)
* MS Society group representative(s)
* Local Network Staff representative(s), when necessary

The Service Review Group will meet every [NUMBER] weeks/months in order to assess and develop the service.

**The Service Provider is responsible for:**

* Providing monitoring reports to the MS Society group via the designated email address in the agreed format at least 7 days before the scheduled review meeting date.

**The MS Society group is responsible for:**

* Attending all scheduled review meetings.
* Calling review meetings every [NUMBER] weeks/months.
* Arranging suitable premises in which the review meetings will take place.
* Taking minutes of review meetings and circulate these to the Service Review Group within 7 days of the meeting date.

1. No Subcontracting

The Service Provider will supply the service as defined and agreed here and not sub-contract out any part of it without prior consent from the MS Society, provided that (subject to the provisions of Section 6) this Section 12 shall not prevent the Service Provider from engaging any individual (whether a volunteer, consultant or similar) to perform the service under this Agreement.

1. Insurance and Indemnity

For the duration of this Agreement the Service Provider will maintain:

* Professional Indemnity Insurance with an indemnity limit of not less than £2 million. This insurance must not contain any exclusions relating to bodily injury or to the provision of a medical service or advice.
* Public Liability Insurance with a limit of not less than £5 million. This insurance must not contain any exclusion in relation to accusations of abuse. If the supplier is providing home visits to service users they must have minimum abuse cover of £1,000,000.

All relevant insurance policies held by the Service Provider must contain an “Indemnity to Principles” clause.

The Service Provider agrees to indemnify the MS Society in full against all costs, expenses, damages and losses (whether direct or indirect) including any fines, legal and other professional fees and expenses awarded against or incurred or paid as a result or in connection with services provided under this Agreement. Evidence of insurance will be provided by the Service Provider to the MS Society upon request.

1. Equal Opportunities

The Service Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in the services they deliver.

No person with MS, their immediate families or carers will be refused access to or given lower priority for the Service Provider’s services under their normal channels or referral methods due to the existence of this Agreement.

1. Data protection

Where the Service Provider processes any personal data (as defined by the General Data Protection Regulation (the GDPR) or any successor legislation) which it has received from the MS Society or from or behalf of any individual to whom it is providing this service, it will ensure that it:

1. fully complies with the Regulation and domestic privacy laws and any successor legislation
2. takes all technical and organisational security measures necessary to prevent unauthorised or unlawful processing of personal data and to avoid accidental loss of, destruction of, or damage to the personal data
3. only processes the data in accordance with instructions given by either the MS Society or the individual and only to the extent that it is necessary to fulfil its obligations under this Agreement or to the individual
4. has taken all necessary steps to ensure the reliability and training of all its employees who may be involved in processing the personal data

The Service Provider will allow the MS Society reasonable access to such information as is necessary to ensure that it is complying with this provision and the Regulation or any successor legislation as a whole.

The Service Provider will indemnify the MS Society against any liability, loss, cost, claim or expense incurred as a result of any breach of the Regulation or any successor legislation or this provision by the Service Provider.

1. Variation

If circumstances in which variations to the terms of the Agreement arise both parties will discuss how they can continue to meet the Agreement’s requirements and any financial or other adjustments be made accordingly.

No variation to this Agreement can be made without the mutual written agreement of both parties.

1. Governing law and Jurisdiction

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement

1. Termination of agreement

This Agreement can be terminated at any time by either party by giving [NUMBER] days/ weeks/months written notice.

The MS Society group will pay for services performed up to the termination date for which the Service Provider has not yet been paid. The Service Provider will refund any payment they have received for services they have not provided.

**For and on behalf of** [SERVICE PROVIDER NAME]:

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Job Title: |  |
| Address: |  |
| Phone: |  |
| Date: |  |

**For and on behalf of the MS Society (this document MUST be signed by two authorised group bank account signatories):**

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Volunteer role: |  |
| Address: |  |
| Phone: |  |
| Date: |  |

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Job Title: |  |
| Address: |  |
| Phone: |  |
| Date: |  |