Service Level Agreement (SLA)

Face to face, Online Streaming or Video Service

**Particulars**

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| **ITEM** | **DETAILS** |
| **Date of Agreement** | …………………………./………………………………../………….. | |
| **MSS** | *Legal name* | Multiple Sclerosis Society |
| *Group name and preferred contact details* | Multiple Sclerosis Society..(insert group name)..Group  Insert group contact details |
| *Registration number and registered address* | Company no.: 07451571  Charity reg. no.: 1139257  OSCR reg. no.: SCO 41990  372 Edgware Road, London NW2 6ND |
| **Service Provider** | *Name* |  |
| *Registered/principal office address* |  |
| *Registration number (if any)* |  |
| **Commencement Date** | (Enter date service will start)  ………………./………………………/……………… | |
| **Expiry Date** | (Enter date service will end)  …………….../………………………/………………. | |
| **Review Period** | **(Enter number of months review will take place before expiry)**  ………. Months prior to expiry both parties will meet to discuss renewing or amending the agreement | |
| Services | To provide a …...insert description of the service  including frequency of sessions……… service to clients  with MS, their families\* and carers\* and if  relevant to:  Signpost to other information and refer service users to other services\*.  Liaise and work jointly with local MS Society volunteers and staff, other statutory bodies and voluntary organisations as appropriate.  Carry out any other tasks which may be within the scope of the post to ensure the effective delivery and development of the service.  Entry into the service will be via:  Health Professionals\*  Social Services\*  Self-referral\*  MS Society Group Volunteers\* | |
| **Minimum Requirements** | The service will be provided with reasonable skill and care and in accordance with all applicable laws. This includes the implementation of all legislation and government guidance relating to COVID-19.   * Staff or the individual(s) delivering the service covered by this Agreement will have: * Appropriate, current qualifications and training. * Appropriate, current membership of one or more relevant professional bodies. * Practice according to the standards of their professional qualification. * 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. | |
| **Individuals delivering the service** | The service will be delivered by: (Enter name of individual or job role or grade) | |
| **Insurance & 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. . * Public Liability Insurance (including cover for claims arising out of accusations of abuse) with a limit of not less than £5 million. * Your public liability insurance must be appropriate for the type of delivery whether face to face, livestream or video. If the services you are providing forms part of a treatment or therapy your public liability insurance must also include treatment liability or medical malpractice insurance cover   All relevant insurance policies held by the Service Provider must contain an “Indemnity to Principals” 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. | |
| **Health & Safety** | The service provider will ensure the service is delivered safely in accordance with health and safety legislation and the requirements of section 9 of the terms and conditions of this agreement | |
| **Data protection** | Where the Service Provider processes any personal data (as defined by the General Data Protection Regulation (the GDPR) or any successor legislation) it will do so in accordance with section 10 of the terms and conditions of this agreement | |
| **Location and frequency of service delivery** | The service will be delivered at ……..(Insert address)…………………………….    **And/or**  The service will be delivered online through live streaming or video via……..(List platforms to be used i.e. Facebook/You Tube )…………………………….  A disclaimer must be made available at all points of access to the session and included in any advertising for the session in accordance with section 9 of the terms and conditions of this agreement  The service will be for ….(insert number)….hours per week/fortnight/month (including all travel time, face to face time and administration time  This service will be available …(insert number)…weeks of the year | |
| **Fee** | The service will cost £ (Insert figure)per hour\*/session\*/consultation\*/case\*.  The MS Society will contribute £ (Insert figure) per hour\*/ session\*/ consultation\* /case\*.  The remaining £(insert figure) will be paid by (state who) The MS Society contribution will not exceed £ (Insert figure) in total for each session\*/month\*/quarter\*/year\*.  b) Disbursements will be paid only if agreed in advance with the Service Provider by the MS Society group  c) Should the Service Provider receive additional amounts (donations) over and above the amount of the fee then these will be given to the MS Society group within 30 days of receipt.  d) If the Service Provider is VAT registered then the fees charged and contribution in (a) above are VAT inclusive. 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.  e) The Service Provider must provide the MS Society group with a VAT invoice (if VAT registered) for the Society’s contribution | |
| **Invoicing and payment** | Payment will be made in arrears against proper invoices issued in accordance with the Particulars.    Payment will be made within 30 days of receipt of invoice, unless MSS disputes any invoice(s), in which case such payment may be subject to reasonable delay pending satisfaction of the dispute.  If any additional payments such as expenses are agreed in advance in writing they must be included as an additional item in the invoice relating to the period in which the expenses were incurred and supported by reasonable evidence of having been properly incurred. | |
| **Reporting Requirements** | The Service Provider and the named MS Society group are jointly responsible for establishing a small Service Review Group to oversee the service delivery as outlined in Section 5 of the terms and conditions of this agreement | |
| **MSS Group Contact** | *FAO* |  |
| *Preferred Contact details* |  |
| *Email* |  |
| **Service Provider Contact** | *FAO* |  |
| *Address* |  |
| *Email* |  |
|  | *Telephone* |  |

\* Delete as necessary

This Agreement is comprised, in descending order of precedence in the event of any conflict or ambiguity, of:

1. these Particulars;
2. the attached Terms and Conditions of Agreement.

AS WITNESS the signatures of the Parties or their duly authorised representatives on the date first above written.

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| **By signing this document you confirm that you have read and understood the ‘terms and conditions of agreement’ that follow and have not amended, deleted or added to them in any way.**  **Signed for and on behalf of Multiple Sclerosis Society…………….. Group by:**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Role Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **By signing this document you confirm that you have read and understood the ‘terms and conditions of agreement’ that follow and have not amended, deleted or added to them in any way.**  **Signed for and on behalf of Multiple Sclerosis Society ………………. Group by:**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Role Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **By signing this document you confirm that you have read and understood the ‘terms and conditions of agreement’ that follow and have not amended, deleted or added to them in any way.**  **Signed for and on behalf of the Service Provider by:**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Terms and Conditions of Agreement**

1. PARTICULARS
   1. In the event of a conflict between the provisions of these Terms and Conditions and the Particulars, the Particulars shall prevail.
2. TERMS OF ENGAGEMENT
   1. The Service Provider shall provide the Services in accordance with the Particulars and these Terms and Conditions.
   2. The Agreement shall commence on the Commencement Date and shall continue unless and until terminated in accordance with this Agreement.
   3. This service is provided by the Service Provider (not the MS Society)
3. STANDARDS OF DELIVERY
   1. The Services shall be provided:
      1. with the diligence, care, skill, application and precision to be reasonably expected of a competent provider of such services;
      2. utilising sufficient and appropriately qualified, registered, skilled and experienced personnel and, in particular, all Individuals shall meet the Minimum Requirements;
      3. in accordance with all legal requirements applicable to the Services (including particularly all legal obligations relating to data protection, health and safety, safeguarding, insurance, employment, clinical practice and confidentiality) and all codes of practice applicable to the Service Provider, as well as any relevant legislation, regulation or guidance from any relevant Regulatory Authority and
      4. in accordance with the reasonable further instructions of MSS, including any MSS policies or procedures communicated to the Service Provider from time to time.
   2. The Service Provider warrants that it has all necessary resources to carry out the Services (assuming due receipt of the Fee) (for example administration and secretarial support services) and that it shall provide any further resources to enable the Service Users to receive the Service properly (such as interpretation services).
   3. The Service Provider shall not act, or fail to act, in a manner which could damage MSS’ reputation.
   4. The Service Provider shall not make any public communications regarding the Services without MSS’ prior written consent.
4. SAFEGUARDING
   1. The Service Provider shall:
      1. take all reasonable steps to ensure the safety of the Service Users, and shall ensure that it complies with all applicable laws in relation to safeguarding the Service Users.
      2. ensure that the appropriate disclosure check is undertaken on individuals involved in carrying out the Services,
      3. Put in place adequate safeguarding policy and procedures or comply with MSS’ policies and procedures.
      4. notify MSS of the Individuals involved in the delivery of the Services.

* 1. The Service Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from engaging in Regulated Activity.
  2. The Service Provider shall as soon as is practicable inform MSS where a safeguarding incident has occurred and shall provide MSS with any information that MSS reasonably requests to enable it to be satisfied that the obligations of this section of the agreement have been met.

1. SERVICE REVIEW GROUP AND MEETINGS
   1. The Parties shall form the Service Review Group, the role of which is to review the provision of the Services against the provisions of this Agreement.
   2. The Service Review Group shall consist of at least one representative of each Party and, where necessary, the MSS Local Network Officer.
   3. The Service Review Group shall meet as reasonably requested by MSS. Such meetings need not take place in person unless specified by MSS, in which case MSS shall make the necessary arrangements for each meeting.
   4. The Service Provider shall provide MSS with such information as it reasonably requests at such time in advance of a Service Review Group meeting.
   5. MSS shall circulate minutes of the Service Review Group meetings within seven days of the relevant meeting taking place.
   6. The Service Provider shall attend such other meetings, telephone calls or video conferences as are reasonably required by MSS from time to time, including (but not limited to) delivering information about the Services at local MSS events.
2. TERMINATION
   1. This Agreement may be terminated at any time by either Party by giving prior notice in writing. The notice period should be a minimum of 1 month and no more than a maximum period of 3 months.
   2. For the avoidance of doubt, MSS shall pay for any Services performed up to the date of termination and the Service Provider shall refund any payments for Services which have not been provided.
3. NO EMPLOYMENT
   1. The Service Provider acknowledges that it is responsible for 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 in place before starting the service, disciplinary action and any post basic training or education deemed necessary for safe practice.
4. COMPLAINTS
   1. The Service Provider shall give all Service Users guidance on how to make a complaint. All complaints about the Services will be dealt with via the Service Provider’s complaints procedure and shall be promptly communicated to MSS.
   2. Complaints not able to be adequately addressed within the Service Provider’s complaints procedure will be dealt with using MSS’ ‘Comments, compliments and complaints’ policy.
   3. 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 MSS at Service Review Group meetings.
5. HEALTH AND SAFETY
   1. Where the Service Provider is providing a face to face service they are 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
* They notify the group in advance of all health and safety requirements
* They conduct initial and ongoing assessments of all service users; including an evaluation of their ability to take part in the service safely
* 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 MS Society group named contact of any relevant incident/ accident within 24 hours
  1. Where the Service Provider is providing a service by livestream or video they are responsible for ensuring:
* Activities comply with all applicable health and safety legislation including the Health and Safety at Work etc. Act 1974
* They notify the group in advance of all health and safety requirements
* The limitations of providing a service by livestream or video are made clear at the beginning of each session
* They conduct initial and ongoing assessments of all service users; including an evaluation of their ability to take part in the service safely
* Where Service users are required to us equipment provided by themselves that staff or the individual(s) covered by this Agreement are competent to demonstrate, use and advise service users in their use of said equipment
* That those taking part understand their responsibilities if they wish to take part in the class
* A disclaimer is made available at all points of access to the session and included in any advertising for the session e.g. Facebook, MS Society Website.
* They notify the MS Society group named contact of any relevant incident/ accident within 24 hours
  1. The MS Society group are responsible for
* Request that attendees who may fall in the [“COVID-19 Clinically Vulnerable”](https://www.gov.uk/government/publications/guidance-on-shielding-and-protecting-extremely-vulnerable-persons-from-covid-19/guidance-on-shielding-and-protecting-extremely-vulnerable-persons-from-covid-19#clinically-extremely-vulnerable-children-and-young-people-0-to-18) category, check to ensure the activity is appropriate for them
* 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.
* For face to face services, 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.
* Where the service is provided by live steam or video, ensuring all service users are aware of the disclaimer and fully understand the implications of it.
* 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. DATA PROTECTION
   1. 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, The service provider will be the data processor and the Society or service user the data controller, as such the service provider will ensure that it:

* fully complies with the Regulation and domestic privacy laws and any successor legislation
* 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
* 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
* has taken all necessary steps to ensure the reliability and training of all its employees who may be involved in processing the personal data
  1. 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.
  2. 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. STANDARD TERMS
   1. Any failure, delay, or indulgence by either party in enforcing the provisions of this Agreement shall not affect the rights of that party, nor shall any waiver of rights in respect of any Breach operate as a waiver of any rights in respect of any other Breach.
   2. No right, power or remedy under this Agreement is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.
2. SEVERABILITY
   1. If one or more of the provisions of this Agreement are or become to any extent invalid or unenforceable under any applicable law then the remainder of this Agreement shall continue in full force and effect.
   2. If this happens then both parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.
3. AGENCY, PARTNERSHIP AND JOINT VENTURE
   1. The Service Provider is an independent contractor and this Agreement is not intended to nor shall it create any agency, partnership or joint venture.
   2. Neither party shall hold itself out as being entitled to represent or bind the other in any way.
4. THIRD PARTY RIGHTS
   1. This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
5. ENTIRE AGREEMENT 
   1. This Agreement is the exclusive statements of the agreement between the parties in relation to the Services. It supersedes all previous communications, representations, understandings arrangements and agreements between them in relation to the Services.
   2. Neither party has relied on (and waives any right to make any claim in respect of) any representation, understanding arrangement, understanding or agreement not expressly set out in this Agreement including any provision in a tender not confirmed in this Agreement.
6. EQUALITY
   1. 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.
   2. 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.
7. VARIATION
   1. No variation to this Agreement is effective unless agreed in writing signed on behalf of both parties.
8. NO ASSIGNMENT
   1. Neither Party may assign or transfer or subcontract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party.
9. GOVERNING LAW
   1. This Agreement is governed by and shall be construed in accordance with the law of the nation of the UK to which it relates and the parties submit to the jurisdiction on the courts of that nation.