Service Level Agreement (SLA)

Face to face, Online Streaming or Video Service

**Particulars**

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| **ITEM** | **DETAILS** |
| **1 .Date of Agreement** |  …………………………./………………………………../………….. |
| **2. MSS** | *Legal name* | Multiple Sclerosis Society |
| *Group name and preferred contact details* | Multiple Sclerosis Society..(insert group name)..GroupInsert group contact details |
| *Registration number and registered address* | Company no.: 07451571 Charity reg. no.: 1139257OSCR reg. no.: SCO 41990Carriage House,  8 City North Place, London, N4 3FU |
| **3. Service Provider** | *Name* |   |
| *Registered/principal office address*  |  |
| *Registration number (if any)* |  |
|  | *Status* | The provider is a registered/incorporated body Yes/No\*The provider is self-employed/Freelance individual Yes/No\* |
| **4.Commencement**  **Date** |  (Enter date service will start)………………./………………………/……………… |
| **5. Expiry Date** | (Enter date service will end **this should be no further than** **2 years ahead)** …………….../………………………/………………. |
| **6. 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 |
| **7. 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\* |
| **8. Status of Activity** | Does the service provider consider they are providing ‘Regulated Activity’ Yes/No\* |
| **9.Minimum**  **Requirements** | The service will be provided with reasonable skill and care and in accordance with all applicable laws. Staff or the individual(s) delivering the service 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.
* 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.
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| **10. Premises** | Where the service is not being delivered at the service providers own premises or clients home and there is a need to hire appropriate premises for the service to take place it is the responsibility of the service provider to hire the premises, pay all hire costs, these hire costs can be reimbursed by the MS Society local group through the fee paid to the provider for the service being delivered The MS Society group may only hire and pay for a venue when:* It has been made clear by the service provider that they have requested that the group undertake this aspect purely as an administrative function for and on the behalf of the service provider.
* The service provider has agreed in advance of any such hire, that the venue has been assessed by them as suitable for the service that they will be running at that venue.
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| **11.Individuals**  **delivering the**  **service** | The service will be delivered by: (Enter name of individual or job role or grade) |
| **12. 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 and appropriate for the type of delivery whether face to face, livestream or video. If the services you are providing form part of a treatment or therapy your public liability insurance must also include treatment liability or medical malpractice insurance cover

With the exception of sole trader/freelance individuals 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. |
| **13. 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 |
| **14. 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 |
| **15. Location and**  **frequency of**  **service delivery** | This service is being delivered: Face to Face\*/Online\*/Combination of Face to Face and Online\*\*Delete those that don’t applyThe Face to Face service will be delivered at ……..(Insert address)…………………………….  As per section 9 above these Premises are:\*(Delete the option that does not apply)Managed / Unmanaged / Clients Homes /Combination of Clients Homes & managed venue\***And/or**The online service will be delivered 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 |
| **16 Fee** | The service will cost £ (Insert figure)per hour\*/session\*/consultation\*/case\*. The MS Society group will contribute £ (Insert figure) per hour\*/ session\*/ consultation\* /case\*.  The remaining £(insert figure) will be paid by (state who) The MS Society Group contribution will not exceed £ (Insert figure) in total for each session\*/month\*/quarter\*/year\*. Disbursements will be paid only if agreed in advance with the Service Provider by the MS Society groupShould 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.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.The Service Provider must provide the MS Society group with a VAT invoice (if VAT registered) for the Society’s contribution |
| **17 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 resolution 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.  |
| **18 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 |
|  |  |  |
| **19 MSS Group**  **Contact** | *FAO* |  |
| *Preferred Contact details* |  |
| *Email* |  |
| **20 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 will prevail.
2. TERMS OF ENGAGEMENT
	1. The Service Provider will provide the Services in accordance with the Particulars and these Terms and Conditions.
	2. The Agreement will commence on the Commencement Date and will 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 will 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 will 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 hire of premises, administration and secretarial support services) and that it will provide any further resources to enable the Service Users to receive the Service properly (such as interpretation services).
	3. The Service Provider will not act, or fail to act, in a manner which could damage MSS’ reputation.
	4. The Service Provider will not make any public communications regarding the Services without MSS’ prior written consent.
4. SAFEGUARDING
	1. The Service Provider will:
		1. take all reasonable steps to ensure the safety of the Service Users, and will 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 will as soon as is practicable inform MSS where a safeguarding incident has occurred and will 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 will form a small 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 will consist of at least one representative of each Party.
	3. The Service Review Group will meet as reasonably requested by MSS. Such meetings need not take place in person unless specified by MSS, in which case MSS will make the necessary arrangements for each meeting.
	4. The Service Provider will provide MSS with such information as it reasonably requests at such time in advance of a Service Review Group meeting.
	5. MSS will circulate minutes of the Service Review Group meetings within seven days of the relevant meeting taking place.
	6. The Service Provider will 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 will terminate automatically on the expiry date unless terminated at an earlier date 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 will pay for any Services performed up to the date of termination and the Service Provider will 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 will be considered employees or agents of the MS Society group. The Service Provider will 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 will 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 will 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 that the premises where the service is taking place:
	+ Is hired by them and all hire fees paid by them unless it has been agreed under section 10 of the particulars that the group undertake this aspect purely as an administrative function for and on the behalf of the service provider.
* Complies with all applicable health and safety legislation including the Health and Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978
* 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 MS Society 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 Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978
* They notify the MS Society 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 use 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 or service.
* 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
* 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 (GDPR) or any successor legislation) which it has received from the MS Society or from or on 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. 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 or delay, by either party in enforcing the terms of this Agreement or waiting to see if a party corrects any error(s) will not affect the rights of that party to enforce the terms at a later time, nor will any waiver of rights in respect of any Breach mean that party has waived their 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 used in turn or together.
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 will continue in full force and effect.
	2. If this happens then both parties will 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 will it create any agency, partnership or joint venture.
	2. Neither party will act or imply in any way that they represent or are able to make commitments for the other.
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.
5. ENTIRE AGREEMENT
	1. This agreement is the entire agreement and replaces any earlier agreements or arrangements relating to this service whether written or oral between the parties.
	2. Neither party has relied or is relying on (and waives any right to make any claim in respect of) any previous statement or understanding, written or oral, that is not set out in this specific agreement.
6. EQUALITY
	1. The Service Provider will 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 and 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 will be construed in accordance with the law of the nation of the UK to which it relates and the parties submit to the jurisdiction of the courts of that nation.