SERVICE LEVEL AGREEMENT

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1. PARTIES TO THIS SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) for **ENTER ORGANISATION / DEPARTMENT HERE** made **ENTER DATE HERE** between:

(1) **ENTER NAME OF ORGANISATION AND DEPARTMENT**
ENTER (the Service Purchaser)

AND

(2) **ENTER NAME OF ORGANISATION AND DEPARTMENT**
ENTER (the Service Purchaser)

2. STATUS OF THIS SERVICE LEVEL AGREEMENT

2.1 In signing this SLA both Parties are agreeing to abide by its' conditions. It shall be the only valid SLA between the Service Purchaser and the Service Provider and it supersedes all other SLAs except where the parties agree, in writing, otherwise.

3. OBJECT OF THE SERVICE LEVEL AGREEMENT

3.1 The purpose of this SLA is to identify expectations, clarify responsibilities, help both Parties to communicate more effectively and help prevent conflicts or disputes between the Commissioner and Provider of the services.

3.2 It is the intention of both parties that this SLA shall enable a clear understanding of the scope and levels of service to be provided, the costs, the mechanisms for amending the SLA, the monitoring arrangements and how disagreements will be resolved if any disputes occur.

4. SCOPE OF TERMS AND CONDITIONS OF SERVICE

4.1 The Service Provider agrees to provide the services set out in the Service Specification in accordance with the terms and conditions of this agreement.

5. PERIOD OF THE SERVICE LEVEL AGREEMENT

5.1 This SLA commences on **ENTER START DATE** and shall end on **ENTER FINISH DATE.**

5.2 Quarterly reviews of this SLA shall include (but not be limited to) evaluation and discussion of the following issues:

(i) Financial monitoring;

(ii) Any new or changed requirements relating to the provision of the services;

(iii) Any legislative changes which may have affected or may affect the services; and

(iv) The management of this SLA.

6. VARIATION OF AGREEMENT

6.1 No *variation* of this Agreement shall be valid unless expressly agreed in writing by the Service Provider and Service Purchaser.

7. DUTY OF CARE

7.1 The Service Provider shall be responsible for ensuring that the Services are undertaken using proper skill, care and diligence within their own practice guidelines and governance procedures.

8. CONTACTS

8.1 For the purpose of this SLA the lead persons will be:

- Service Purchaser: Strategy Manager – **ENTER NAME & ORGANISATION**
- Service Provider: Head of Service – **ENTER NAME & ORGANISATION**

9. SERVICE PROVIDER'S OBLIGATIONS

9.1 All Service Provider personnel deployed on work relating to the Agreement must have appropriate accredited occupational standards or be actively working towards these.

9.2 The Service Provider shall be responsible for all acts and omissions of its employees and agents. The Service Purchaser shall not be responsible, or liable for any act or omission of any person engaged by the Service Provider.

9.3 The Service Provider shall be responsible for the payment of all taxes, contributions and levies of any kind, relating to the engagement of any person employed or contracted by the Service Provider.

9.4 The Service Provider shall bear the cost of any notice, instruction or decision of the Service Purchaser under this Condition.

10. WORKING IN PARTNERSHIP

10.1 The Service Provider shall attend all relevant local and regional bodies and other meetings as required, in order to be fully involved in local planning and contribute to the development and delivery of the Plan.

11. MONITORING AND REVIEW

11.1 The Service Purchaser will monitor the performance of the Service and shall be entitled to make recommendations to the Service Provider for improving the standard of Service. The Service Provider shall attend any meeting(s) arranged by the Service Purchaser for the purpose of reviewing the Service.

11.2 The Service Provider shall provide quarterly written reports to the Purchaser.

11.3 The Service Provider shall provide proper records in relation to the Service. Income and expenditure sheets for the Service shall be accounted for on a separate basis to the Service Provider's other services and activities.

11.4 The Service Provider must comply with requests from the Purchaser to provide information in relation to the Service in a timely fashion. It is the Service Provider's responsibility to ensure that all relevant certificates are current and that the Purchaser has copies of them.

12. STATUTORY REQUIREMENTS

12.1 Services will be delivered in accordance with and having proper regard to all relevant and applicable legislation.

13. FINANCIAL ARRANGEMENTS

13.1 The Service Purchaser shall pay the Service Provider the sum of **ENTER AMOUNT HERE** in respect of the services provided under this SLA.

13.2 Should funding for the delivery of this service significantly increase or decrease over the lifetime of this SLA, the Service Purchaser and the Service Provider will discuss and agree

revised targets and service levels for this service in line with the principles set out in the initial agreement.

14. RECOVERY OF SUMS DUE TO THE PURCHASER

14.1 Whenever any sum of money (including a contingent liability) shall be recoverable from the Service Provider, the Service Purchaser will deduct the amount from any sum then due to the Service Provider under this or any other Agreement with the Purchaser.

15. WAIVER

15.1 If any provisions of this Agreement are declared to be invalid or unenforceable by any court of competent jurisdiction, this will in no way impair or affect the validity or enforceability of any other provision in the agreement.

15.2 Failure by either party to enforce the provisions of this Agreement shall not be construed as a waiver of those provisions and shall not prevent either party validly invoking them in the future.

16. RENEGOTIATION OF THIS SERVICE LEVEL AGREEMENT

16.1 Either Party reserves the right to re-negotiate the terms of this SLA in the event of changes in service demand or policies to which they must work.

16.2 The Service Purchaser and the Service Provider will discuss and agree revised targets and service levels should funding for the delivery of this service significantly increase or decrease over the lifetime of this SLA.

16.3 Any amendment to this SLA must be in writing and signed by both Parties.

17. RESOLVING DISPUTES

17.1 Disputes regarding the delivery of this SLA must be notified to the Service Purchaser within 28 days in writing.

17.2 Both the Service Purchaser and Service Provider shall use their reasonable endeavours to solve any disputes at an early stage. However, if a mutually satisfactory agreement cannot be reached then the following process will be used:

(i) A meeting will be arranged, at the request of either Party, between Senior Managers of each of the parties within 28 days.

(ii) If the matter still remains unresolved then it will be referred to a mediator agreed by the Parties.

18. ASSIGNMENT AND SUB-CONTRACTING

18.1 The Service Provider must not assign, sub-contract, or delegate any of its duties without the prior written consent of the Service Purchaser.

18.2 In the event that the Service Purchaser agrees to the Service being sub-contracted, the Service Provider shall ensure that the sub-contractor enters into a legally binding contract with the Service Provider which includes any specific requirements by the Service Purchaser.

19. DATA PROTECTION

19.1 The Service Provider shall comply with obligations placed on it under the Data Protection Act 1984 & 1998 (as amended or re-enacted from time to time) including, where appropriate, obtaining or changing its registration in so far as the performance of the Service gives rise to obligations under the 1984 & 1998 Acts.

19.2 The Service Provider shall not disclose identifying Personal Data to any third parties other than to employees and sub-contractors of SDAAT/MUSE to whom such disclosure is reasonably necessary in order for both parties to carry out effective treatment commissioning and delivery and in accordance with joint information sharing protocols.

20. FORCE MAJEURE

20.1 If either party is prevented from carrying out its contractual obligations due to force majeure (which shall include acts of “god “, fire, tempests, acts of war & related matters, acts of government, which are both beyond the Service Provider’s / Purchaser’s control and which the application of due diligence and foresight could not have prevented) the Service shall be suspended until the circumstances have ceased. The Purchaser shall not be liable to make payment to the Service Provider during such suspension. If the suspension lasts for longer than three months either party may upon service of one month’s written notice terminate this agreement.

21. TERMINATION OF THIS SERVICE LEVEL AGREEMENT

21.1 Either Party may terminate this Agreement without prejudice to any rights of action in respect of any breach by giving six months prior written notice.

21.2 At any time upon three months prior written notice by either party following a failure by the other party to remedy a breach of this Agreement of which not less than one month's notice has been given.

21.3 At any time by giving written notice from the Service Purchaser to the Service Provider with immediate effect in the event that:

- The Service Purchaser has evidence that the Service Provider has caused through (act or omission) abuse to a Service User or that there is in the opinion of the Service Purchaser a significant risk of abuse to a Service User.

22. COMPLAINTS

22.1 The Service Provider shall maintain a written formal complaints procedure and ensure that a copy of this is available to the Service Purchaser. The Service Provider shall make the Complaints Procedure available and explained to all service provider representatives, service users, and their families.

22.2 The Service Provider must record and log all complaints/representations with the Service Purchaser.

22.3 The Service Provider shall notify the Service Purchaser as soon as is practicable, but within 24 hours of any serious complaint received, from anyone with whom the Service Provider has a contractual responsibility.

23. SIGNATORIES

ON BEHALF OF THE SERVICE PURCHASER

ORGANISATION: **ENTER THE NAME OF THE ORGANISATION HERE**

SIGNED: _____

PRINT NAME: **ENTER THE NAME OF THE NOMINATED OFFICER HERE**

POSITION: **ENTER THE POSTION OF THE NOMINATED OFFICER HERE**

ADDRESS: **ENTER THE ADDRESS HERE**

TELEPHONE: **ENTER THE TELEPHONE NUMBER HERE**

FAX: **ENTER THE FAX NUMBER HERE**

EMAIL: **ENTER THE E-MAIL ADDRESS HERE**

DATE:

ON BEHALF OF THE SERVICE PROVIDER

ORGANISATION: **ENTER THE NAME OF THE ORGANISATION HERE**

SIGNED: _____

PRINT NAME: **ENTER THE NAME OF THE NOMINATED OFFICER HERE**

POSITION: **ENTER THE POSTION OF THE NOMINATED OFFICER HERE**

ADDRESS: **ENTER THE ADDRESS HERE**

TELEPHONE: **ENTER THE TELEPHONE NUMBER HERE**

FAX: **ENTER THE FAX NUMBER HERE**

EMAIL: **ENTER THE E-MAIL ADDRESS HERE**

DATE:

SERVICE SPECIFICATION

1. DEFINITION OF ENTER THE NAME OF YOUR ORGANISATION HERE

ENTER THE DEFINITION OF YOUR SERVICE HERE

2. AIMS AND OBJECTIVES OF THE SERVICE

- **ENTER THE AIMS AND OBJECTIVES OF THE SERVICE HERE**

3. ELIGIBILITY CRITERIA / CLIENT GROUP

- **ENTER THE ELIGIBILITY CRITERIA / CLIENT GROUP INFORMATION HERE**

4. CONTRA-INDICATIONS / EXCLUSIONS

4.1 **ENTER THE CONDITIONS THAT WOULD RESULT IN EXCLUSION FROM THE SERVICE HERE**

5. ACCESS AND REFERRAL

5.1 **ENTER THE SPECIFICS IN RELATION TO ACCESS TO THE SERVICE AS WELL AS REFERRAL TO THE SERVICE HERE.**

6. ASSESSMENT

6.1 **ENTER THE AIMS OF YOUR ASSESSMENTS HERE AND THE MEANS BY WHICH YOU WILL ASSESS.**

7. DESCRIPTION OF SERVICES PROVIDED

7.1 **ENTER THE FULL DESCRIPTION OF SERVICES THAT WILL BE PROVIDED UNDER THIS SLA.**

8. STAFF

8.1 **ENTER THE DETAILS OF STAFF HERE ENSURING THAT YOU DETAIL THEIR QUALIFICATIONS, REMIT, EXPERIENCE, TRAINING, CHECKS ETC.**

9. SERVICE PRINCIPLES

9.1 **ENTER THE CORE SERVICE PRINCIPLES OF YOUR SERVICE HERE. WHAT YOU AIM TO ACHIEVE ETC.**

10. POLICIES, PROTOCOLS AND WRITTEN STRATEGIES

10.1 **ENTER THE POLICIES, PROTOCOLS AND WRITTEN STRATEGIES OF YOUR SERVICE HERE. ENSURING THAT YOU INCLUDE RISK ASSESSMENTS, SECURITY PROCEDURES ETC.**

11. MONITORING AND REVIEW

11.1 **ENTER THE DETAILS OF YOU MONITORING AND REVIEW STRATEGY HERE. ENSURING THAT YOU INCLUDE INFORMATION ON TIMELINES AS WELL AS A REPORTING STRUCTURE.**

SERVICE SPECIFICATION SCHEDULES

SPECIALIST SUBSTANCE MISUSE TREATMENT INTERVENTIONS

12. SCHEDULE 1: THE SERVICE

12.1 **ENTER THE DETAILS OF THE SERVICE AND ITS CORE AIM HERE.**

13. SCHEDULE 2: THE PROVIDER AND PROJECT LOCATIONS

13.1 **ENTER THE DETAILS OF THE LOCATIONS THE SERVICE WILL CONDUCT FROM AS WELL AS TIMES OF SERVICE HERE.**

14. SCHEDULE 3: CONTRACT PERIOD AND PAYMENT PROCEDURES

16.1 This Service Level Agreement is to commence on **ENTER DATE HERE** and with effect from the commencement date The ENTER **THE NAME OF THE ORGANISATION HERE** shall thereafter continue to provide the services for a period of **ENTER TIME PERIOD HERE** until **ENTER DATE HERE.**

16.2 The **ENTER NAME OF PAYING ORGANISATION HERE** will pay **ENTER THE NAME OF THE RECEIVING ORGANISATION HERE** the sum of **ENTER AMOUNT PER YEAR HERE** in respect of the services provided under this Service Level Agreement.

16.3 The Service Purchaser will arrange for payments to be made on a quarterly basis (in arrears) by journal, for work completed to the satisfaction of the Service Purchaser.

17. SCHEDULE 4: RESPONSIBLE OFFICERS

ENTER NAME OF ORGANISATION HERE	NAME OF AREA HERE
Role	
Title	
First Name	
Surname	
Address (including postcode)	
Telephone	
Email	

18. SCHEDULE 5: MONITORING AND REVIEW

18.1 Introduction

It is a requirement of this service specification that all commissioned agencies provide regular monitoring and performance data in order to demonstrate that all agreed outcomes have been achieved. This data will be used by the Service Purchaser to performance manage the agency ensuring that the services provided are effective, efficient and present value for money.

18.2 General Requirements

The Service Provider is required to produce financial information in relation to income and expenditure and data as specified in Appendix 1. The information in Appendix 1 will form the basis of the quarterly review and any other reviews deemed appropriate.

Full details of the reporting requirements, the timescales and deadlines for the submission of data are contained within this schedule. The provider will:

- Provide the required data within the specified timescales (see Figure 3.1)
- Provide accurate and reliable data
- Provide data in the specified format (as described in section 4 below)

- Provide any supplementary information as requested within a timescale agreed by commissioners and providers
- Where exceptions in performance are highlighted, provide an action plan on this specific performance issue within 2 working weeks of the request

18.3 **Reporting Frequency**

The provider will submit the data set out in Appendix 1 in the specified reporting format as described below, to the Responsible Officer (as named above) once in each quarter to the timescales set out in Figure 1:

Figure 1:

Reporting Period		Report Due	Performance Review Meeting
Quarter 1	April – June YEAR	-	-
Quarter 2	July – September YEAR	-	27th November YEAR
Quarter 3	October – December YEAR	11th January YEAR	January 2010 – YEAR
Quarter 4	January – March YEAR	8th April YEAR	13th April YEAR
Quarter 1	April – June YEAR	5th July YEAR	7th July YEAR
Quarter 2	July – September YEAR	7th October YEAR	11th October YEAR
Quarter 3	October – December YEAR	3rd January YEAR	5th January YEAR
Quarter 4	January – March YEAR	1st April YEAR	4th April YEAR

18.4 **Reporting Format**

The Service Purchaser will supply the Service Provider with a list of reporting and monitoring requirements to be submitted in the agreed format. Reporting requirements can be subject to change, as can the reporting mechanisms.

18.5 **Performance Targets**

Targets have been set for a number of the performance indicators set out in Appendix 1. The targets will be reviewed on an annual basis by the Service Purchaser and the Service Providers advised appropriately. The Service Purchaser will inform the Service Provider of any changes in the National targets. The Service Provider must work towards achieving these targets within the financial year.

APPENDIX 1 – PERFORMANCE FRAMEWORK

This Appendix outlines the expected Performance Targets and the required outcome monitoring and key performance indicators for all areas of activity of the service. The targets will be formally agreed with the partnership at the commencement of the new financial year.

Item	Performance Measure / Activity	Frequency	Explanatory Information	Target / Monitoring Method