

<p>Service Level Agreement (SLA)</p> <p>Willows Academy</p> <p>by</p> <p>Fortis Therapy and Training Limited</p> <p>Effective Date: September 2021 – July 2022</p>

Document Owner:	Fortis Therapy and Training Limited
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Version

Version	Date	Description	Author
1.0		Service Level Agreement	Alexis Powell-Howard

Approval

(By signing below, all approvers agree to all terms and conditions outlined in this Service Level Agreement)

Approvers	Role	Signed	Approval Date
Fortis Therapy and Training	Service Provider		
Willows Academy	Customer		

Service Level Agreement Contents

		<u>Page no:</u>
1.	Agreement Overview	3
2.	Goals and Objectives	3
3.	Stakeholders	3
4.	Review, Termination and Changes to Agreement	4
5.	Service Agreement	4
5a.	Service Scope	4
5b.	Agreed Terms of Payment	5
5c.	Customer Requirements	5
5d.	Service Provider Requirements	5
5e.	Service Assumptions	5
6	Intellectual Property	6
7	GDPR Statement	6

1. Agreement Overview

This Agreement represents a Service Level Agreement (hereafter referred to as 'SLA' or 'Agreement') between [Fortis Therapy and Training](#) (as 'the Service Provider') and [Willows Academy](#) (as 'the Customer') for the provisioning of consultation, reflective practice and training.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders.

2. Goals and Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent service, support and delivery to the Customer by the Service Provider.

The **goal** of this Agreement is to ensure mutual understanding of the service provision between the Service Provider and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider: [Fortis Therapy and Training](#)
Customer: [Willows Academy](#)

4. Review, Termination and Changes to Agreement

This Agreement will end on the agreed expiration date (above). Service delivery is subject to review by the Customer and the Service Provider. Should changes to service delivery be required, these should be agreed by both parties, providing a minimum of one calendar month of notice. If improvements/changes/amendments are required, these should be agreed and implemented accordingly. In the event that either party is unsatisfied, a review meeting will be held within one month and improvement plans discussed. If improvement plans are unsatisfactory, both parties have the right to terminate this agreement in writing by giving a minimum of one calendar month of notice to each other of their intention to terminate.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

a. Service Scope

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

The following Services are covered by this Agreement;

- 6 hours per week providing a combination of;
 - Therapy for pupils on a 1-2-1 basis
 - Assessments as required
 - Support and advice to staff members
 - Therapist providing a combination of group work, therapy for pupils, support for learning mentors and teaching staff, assessments, meetings with families (if necessary), follow ups, meetings and liaison (if on the day(s) that Fortis are in attendance):
 - 37 weeks x 6 hours @ £55.00 + vat per hour = £330 + vat per week = £12,210 + vat

b. Agreed terms of payment

- Total fees payable to be invoiced on a monthly basis and paid by BACS payment – sort code 77-12-17 account number 69415660 within 7 working days.
- If paying by cheque please make payable to Fortis Therapy and Training Ltd.

c. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Relevant referral and consent forms to be with the therapist at least 3 working days prior to the session to enable the therapist to effectively prepare:
- Payment for all support costs at the agreed interval:
- Reasonable availability of customer representative(s) when resolving a service-related incident liaison is required for safeguarding:
- Notification if for any reason (such as school trips, inspections, staff shortage, building works and room changes etc.) the service cannot be delivered on a particular day within 24-hour time limit, otherwise full payment is required:
- Provide a suitable room (such as private and safe, with a table, if there is a glass door then it must be covered for privacy, seating to be comfortable) which has been deemed suitable by the therapist on initial visit. The room must be consistent and available on the scheduled days and times as agreed.
- To provide a named [Link Worker](#) who will liaise between the Fortis Therapist and Fortis Directors as and when required
- To provide a named School [Child Protection Co-ordinator](#)to enable the Fortis Therapist to report any Safeguarding concerns

d. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Delivering the service consistently.
- Appropriate notification to Customer of any service delivery issues.

- To provide practitioners with enhanced DBS certificate and insurance certificate.
- To provide regular updates to customer contact as needed.
- To provide named **Fortis therapist**, who will liaise between the school Link Worker

e. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Intellectual Property

All training materials and Fortis resources remain the Intellectual Property of Fortis Therapy and Training Ltd. Handouts and workbooks from training events remain the IP of Fortis Therapy and Training Ltd and we give permission for them to be used as tools within the workplace but not for training purposes. The training programme and its content cannot be replicated, reproduced, duplicated, copied or exploited for any purposes.

Any Intellectual Property or Copyright Infringement will result in legal action.

7. Exceptional circumstances – uncontrollable natural forces

These are circumstances out of anyone's control and something can cannot usually be predicted (e.g COVID19 outbreak, unprecedented weather outbreaks) In the event that something happens and the therapist is not able to access the school or leave their homes we will automatically continue to operate the service remotely. This is a tried and tested approach that has been well received by schools, businesses and clients, with excellent results and positive feedback.

We continue the service in a number of ways, depending on the ages and needs of the client, and on the technology available to them. All of this we manage appropriately.

8. GDPR Statement

This statement explains how Fortis Therapy and Training (the company) handles and uses the data that we collect from organisations that we work with. Where in this statement we refer to 'we' or 'our' or 'us' we are referring to Fortis Therapy and Training, and where we refer to 'you' or 'your' we are referring to our staff.

We are committed to protecting your information and to being transparent about what information we hold. Fortis Therapy understands its obligations to you and to help you understand how and why we process your personal data.

Our data protection policy and procedures are governed by the Data Protection Act 1998 and from 25th May 2018 the EU General Data Protection Regulation.

Why we hold your company data.

We are required to hold your company data in order to enable us to meet various administrative and legal obligations. These include being able to invoice your company for services that our company have provided.

Client personal data held by Fortis Therapy and Training.

This refers to data we hold for clients that are seen by therapists. The personal information that is held by us is explained in the GDPR statement that is included on all of our referral and client agreement forms. The information we hold is that which you have provided. This statement is as follows:

GDPR Guidelines and our responsibility for your personal data:

We hold and process your information for our own purposes and will never be passed onto third parties unless requested by yourself. We hold a referral form including details such as: name, address, date of birth, contact numbers and reasons for the referral to us. We also hold a contract that contains your name and signature and a feedback form. These two documents are for initial appointment purposes only and are then held securely in a locked cabinet in the office. Your data will be kept for 3 years, after which it will be securely disposed.

How your personal data is used by Fortis Therapy and Training.

- Administrative purposes
- To issue invoices regarding payment of services
- To write reports when required from your organisation

- To signpost and refer to other organisations (consent will always be sought first)

Communications and invoices may be sent by post, telephone or email. If you have any concerns or queries about any of these purposes, or how we communicate with you, please contact us using the details given above.

Sharing your data with others

Within Fortis Therapy and Training, personal data may be shared between the office staff, who legitimately need the information to carry out their normal duties. The only time your personal data would be shared without your consent would be for example with organisations such as social services, police or to meet other statutory obligations.

With your permission, we may share information about you for publicity and marketing purposes online, in print and on social media. Other than this, Fortis Therapy and Training does not share data with any third party, except when required by law. We do not sell your personal data to third parties under any circumstances or permit third parties to sell on the data we have shared with them.

How long data is kept.

We will keep your personal data only for as long as is necessary for the purpose for which it was collected and in accordance with our Data Protection Policy. Data will be securely destroyed when no longer required. Where you exercise your right to erasure, we will continue to maintain a core set of data such as invoice statements, payments and basic personal information regarding clients which will be kept on a referral spreadsheet. Information of client will include name, school, address and contact number.

Your rights.

- Access- Please contact us if you would like confirmation that your data is being processed and if you require access to your data.
- Rectification- Please inform us of any data that you would like rectified and we will usually respond within one month of the request.
- Erasure- You may exercise your right to have personal data erased in a number of circumstances (e.g. if the data is no longer necessary in relation to the purpose for which it was created, or you withdraw your consent)
- Restrict processing- you can tell us that we can keep your data but must stop processing it, including future mailing communications.