

# **SERVICE LEVEL AGREEMENT**

**SLA details  
September 2020**



**Russell Postlethwaite**  
**Consultant Educational Psychologist**  
**Director and Founder**

## 1. TERMS AND CONDITIONS WITH RESPECT TO THE PROVISION OF SERVICES FROM **Futures in Mind Ltd**

### DEFINITIONS OF TERMS

“Practitioners”	Includes all members of Futures in Mind who are qualified and registered (with HCPC) as <b>Educational Psychologists</b> or <b>Speech and Language Therapists</b>
“Organisation”	The body named in the commissioning contract to whom services will be delivered, according to the conditions detailed in this agreement.
“The Service Level Agreement (SLA)”	This agreement.
“Service”	Means those activities described in Section 5 of this ‘SLA Details’ document

### 2. NATURE OF SLA

- This SLA describes the level and type of Service that will be provided to the Organisation and between the dates specified, as set out in Section 2 of the separate ‘Commission’ part of this Service Level Agreement.
- The Service will be provided solely by **Futures in Mind** who will be responsible for supervision and quality standards.
- The pricing for Services which have been procured for a period of greater than a year, shall be as specified above for the whole term of the SLA. SLAs may be agreed for periods of up to 3 years.
- Where organisations work together as a consortium or cluster, a lead manager or head teacher must be identified as responsible for negotiating and agreeing the commission.
- For spot-purchases, the delivery dates will be identified as soon as possible from the date of the SLA.

### 3. ESSENTIAL CRITERIA FOR SERVICE DELIVERY

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- The child or young person is in the age range birth to 19 years and attending school, or if subject to a current Education, Health & Care Plan (EHCP), to 25 years and engaged in education or recognised training.
- The Practitioner's professional judgement will be used to consider requests; agreement for service delivery is through negotiation between the commissioning organisation and the **Futures in Mind**, with reference to the company's core values and method of service delivery.
- Practitioner involvement with individual children / young people requires informed and signed consent either from those with parental responsibility or from the young person, if 18 years or older. For work with those in care to the local authority requires signed consent from the social worker.
- Commissions will **not** be accepted direct from parents. Any parental requests for commissioned work will be redirected to the web-site of the Health & Care Professions Council (HCPC) and/or the British Psychological Society (BPS). These sites provide registers of private practitioners. Parents are advised to discuss their concerns with their child's school prior to seeking any commissioned work, to ensure that this would not be more appropriately commissioned by their child's school or other education setting.

#### **4. NATURE OF SERVICE PROVIDED THROUGH COMMISSIONING**

The Service will constitute the activities set out in this section. **Futures in Mind** support will be made available for a range of work, based on our guiding values and with the aim of improving the lives of children, young people and those who support them through the application of psychology. The stated aims of **Futures in Mind** are described below and any service delivered by **Futures in Mind** endeavours to support the achievement of such:

- Enhance the social and emotional development of children and young people.
- Enhance the learning experiences of children and young people.
- Support the emotional wellbeing of adults who work in education.
- Create meaningful learning experiences that translate to positive outcomes for children, young people and the adults who support them.
- Foster positive relationships that allow for learning and emotional growth.

As a basis for all our work, we offer a *bespoke strengths-based and problem-solving approach* that can be applied to address a number of concerns. This is based on our experience, where we recognise that staff in schools, parents/carers and others value the opportunity to share concerns with an educational psychologist.

**Our approach is a solution focussed, collaborative, problem-solving process designed to promote change that can work at the level of the individual, group, or organisation.**

The focus of the work may be at any or all of the following levels: individual level; group and class level; strategic systems and organisational level.

## **5. WORK AT DIFFERENT LEVELS**

5.1 At the **individual level**, support from **Futures in Mind** can include the following:

- a problem-solving consultation. This involves sharing concerns and agreeing actions, outcome and solutions.
- Observation of the child or young person;
- Analysis and interpretation of existing information;
- Direct assessment of the child or young person, using a range of appropriate informed tools;
- Assessment of their social, emotion and mental health needs;
- Gathering the child/young person's views.

5.2 At the **group and class level**, support from **Futures in Mind** can include services that:

- Provide advice and interventions (where required) aimed at developing particular skills of small groups of children.
- Provide interventions and advice that focus upon narrowing gaps in attainment and improving academic progress, in addition to improving social and emotional health and wellbeing.
- Provide support to small groups of staff in managing a particular issue, for instance using a teacher coaching model (e.g. managing challenging behaviour; pupil engagement with learning; bullying).
- Provide professional supervision to staff regarding individual, group or class issues.
- Provide Joint Problem Solving and / or Solution Focused Consultation at individual and systems levels, including to staff and senior management groups.

5.3 At the **strategic, systems and organisational** levels, support from **Futures in Mind** can include services that:

- Provide support for schools in developing strategies and systems around whole school matters (e.g. policy development). This may include advice and recommendations with reference to current Ofsted inspection requirements.
- Provide Continuing Professional Development for staff on a wide range of topics with a psychological, learning and child development basis.
- Provide support for and/or deliver project development and research work (e.g. supporting a social and emotional strategy across a school).
- Provide professional supervision to staff (including heads and senior teachers; specialist staff such as SENCOs and staff in 'designated' roles (e.g., safeguarding, Looked After)) regarding strategic, systemic and / or organisational issues.

## 6. FUTURES IN MIND - RESPONSIBILITIES & SERVICE DELIVERY

At *Futures in Mind* we foster an ethos and approach that demands high standards of practice. In this way you can be assured of receiving a service that is of high quality and practice that is informed by our strong value base.

### *Quality Assured*

- All our practitioners are registered by the Health and Care Professions Council (HCPC). As such, we adhere to the standards of proficiency and competence as defined by this professional body for practicing educational psychologists: [HCPC Standards of Conduct, Performance and Ethics](#) and those outlined for registered for Speech and Language Therapists.
- We strive to deliver a high-quality service, with a commitment to evaluation, continuous improvement and professional development.
- We deliver a service that operates lawfully, safely and effectively within our areas of specialist knowledge, skills and experience.
- We deliver a service where our personal and professional behaviour is based on being honest and trustworthy.
- *Futures in Mind* will ensure that all practitioners have successfully undergone all necessary checks, so that they can undertake the range of roles and duties appropriate to the role of educational psychologist:
  - HCPC registered;
  - Enhanced DBS checks;
  - Work is fully covered by *Futures in Mind* comprehensive professional indemnity insurance.

- **Futures in Mind** is committed to safeguarding all children and young people. As such, our practitioners will follow the necessary safeguarding procedures, when required. A copy of our Safe-guarding Policy is available, upon request.
- **Futures in Mind** will identify the educational psychologist to deliver the commissioned services to the Organisation. **Futures in Mind** will endeavour to keep the same educational psychologist in a setting (unless a particular issue exists) so as to foster positive working relationships, in line with our core values. However, if circumstances arise where it is not possible to consistently provide the same educational psychologist (e.g. sickness), **Futures in Mind** will discuss and agree a way forwards with the commissioning Organisation (also see section 10).
- Where schools wish for support from the Speech and Language Therapy service, they are at liberty to make contact with said service, on the understanding that this serviced is available as part of the SLA and time commissioned. In other words, commissioning of time from Futures in Mind allows a school to access both educational psychology and speech and language therapy support.
- **All** work carried out as part of this commission will be chargeable. This includes writing of reports (where agreed) and/or school visit record forms records and all other case-related record keeping, research, scoring and other activities integral to the service commissioned (including admin time).
- Multi-agency / professional liaison time and contact with parents (including telephone consultation / liaison and home visits, where required), will be included as part of the time bought by organisations, including when delivered off-site, such as home visits or visits to other professionals' bases. Such activities will always be discussed and agreed with the commissioning organisation prior to delivery.
- If, for whatever reason, **Futures in Mind** ceases to operate as a psychological services company, it will endeavour to provide as much notice as possible to the Organisation that any remaining commissioned work may not be fulfilled. In such circumstances, **Futures in Mind** will endeavour to provide details of other educational psychology services, if any such are known.

## 7. PLANNING

The Service will always be planned and negotiated in consultation with the relevant Senior Staff of the Organisation. For *any and all* agreed activities, the time implication of undertaking such will be made clear at the planning stage.

## **8. ARRANGEMENTS FOR THE CIRCULATION, RECORDING AND STORAGE OF RECORDS AND DOCUMENTS**

- Reports about individual children / young people will be sent by a secure e-mail portal and/or by post to the commissioning school. It will be incumbent upon the commissioning organisation to share reports and any other written records with parents/carers.
- It will be the responsibility of the Organisation to notify **Futures in Mind** of any changes to contact details within both the organisation and of children/young people, so that accurate personal data records can be maintained, as mandated under the current General Data Protection Regulations (GDPR, 2018).
- The storage of records and documents will be organised by **Futures in Mind**, in accordance with the relevant data protection guidelines: please see our data protection and privacy notice policies at <http://futuresinmind.org/quality-assured/> for further details. **Futures in Mind** is a registered organisation with the Information Commissioner's Office and is on the data protection register (registration reference: A8177009). All documents stored are subject to access under the GDPR and Data Protection Act requirements and should be considered open to scrutiny by the subject of the file or those with parental responsibility.

## **9. MANAGEMENT, MONITORING AND REVIEW ARRANGEMENTS**

The SLA will be monitored and evaluated on an annual basis through consultation between the Organisation and **Futures in Mind**. This may include information gained through questionnaires and/or discussion between Organisation and practitioners from **Futures in Mind**.

## **10. ABSENCE LIABILITY (INCLUDING SICKNESS AND HOLIDAYS)**

- Depending upon the service agreed, practitioners are available to provide support throughout the calendar year, by agreement with the commissioning organisation.
- **Futures in Mind** will endeavour to cover any short-term practitioner absences, where requested by the commissioning Organisation. Longer term absences may have to be reflected in a reduction in charges / support, unless other cover arrangements can be identified by **Futures in Mind**.
- **Futures in Mind** will use reasonable endeavours to make up time 'lost' by adverse weather or circumstances beyond control, but this cannot be guaranteed.

- Should the Organisation **cancel** an appointment at short notice (less than 48 hours) then **Futures in Mind** reserves the right to a 50% charge of the cost allocated for that appointment. For **postponed** appointments, practitioners will arrange another appointment, this cannot be guaranteed to be within the same school-term.
- In the case of training being cancelled by the **Futures in Mind**, it shall be at the sole discretion of individual practitioner either to provide an alternative date for the training or to provide a full refund.

## 11. RESPONSIBILITIES OF SCHOOLS / SETTINGS

The Organisation shall:

- Identify a senior member or members of staff for consultation, liaison and planning of work and activities.
- Work with **Futures in Mind** practitioners in arranging appointments and promoting pupil and parent/carer attendance.
- Liaise with parents/carers to ensure that all those with parental responsibility have given consent to the involvement of the practitioner.
- Ensure appropriate access to children and young people and staff for any services that have been agreed.
- Ensure that practitioners for **Futures in Mind** are informed of pupil absence, including as soon as possible on the day of the absence.
- Provide appropriate space for the practitioner to work, including for parental meetings, where and when required.
- Provide access to relevant records. Gather data to support collaborative assessment, as required.

## 12. GENERAL SERVICE ARRANGEMENTS

- If the Organisation is unhappy with any aspect of the Services provided by **Futures in Mind**, discussions should occur with the individual practitioner in the first instance.
- If the discussion with the individual practitioner does not resolve the matter, then the issue should be referred to the director of **Futures of Mind**, who may convene a

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three-way meeting to try and resolve the concern. If this does not resolve the issue, the Organisation and Futures in Mind may agree to terminate the SLA, providing one month's notice.

- Where concerns exist regarding an individual's 'fitness to practise' these should first be raised with the individual directly, or with a Director from Futures in Mind ([Russell@futuresinmind.org](mailto:Russell@futuresinmind.org) or [Emma@futuresinmind.org](mailto:Emma@futuresinmind.org)). If, following this action, concerns remain, a referral can be made to the Health and Care Professions Council, having referred to their guidance - <https://www.hcpc-uk.org/concerns/>
- Schools will be invoiced for **60%** of the total cost of the commission **prior** to service delivery (minimum invoiced will be one day). In other words, organisations will be initially invoiced at the point the SLA and Commission Form are signed. Following this, Organisations will be regularly invoiced, **following** service delivery at a **minimum of two** times a year. The final invoice of the financial year will include a prospective element, based on estimates of service delivery for the end of the academic year. Further, where there is less than 0.25 of a day remaining, this will be rounded up. For example, if time delivered equals 4.8 days, the invoiced amount will be for 5.0 days. Any discrepancies will be rebalanced through the next invoice period, or by individual negotiation with the commissioner.
- Towards the end of the SLA period (e.g. academic year), any time that is remaining from the original commission can be 'rolled over' into the next commission period, up to 25% of the original commission, through discussion and agreement between Futures in Mind and the commissioning Organisation. If the Organisation decides *not* to 'roll over' remaining time and does *not* wish to continue with Futures in Mind, Futures in Mind reserves right to charge for the time remaining according to the SLA and Commission Details form.

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Updated by Russell Postlethwaite and Emma Clink, Directors.

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