



Service Agreement

Terms and Conditions (page 1 of 2)

- **Length of contract** – An annual contract will run from the date of commencement for 12 months.
- **Termination** of a contract by either school or Happy Talk (HT) is to be provided in writing one full school term in advance of the termination date. As contracts are renewed in September this allows for cancellation of the Summer Term, i.e. written notice in January to cancel the Summer Term provision.
- If a contract is terminated, a written letter will be sent by HT to all parents/ carers of children on the Speech and Language Therapy caseload informing them of discharge from our service, who they should contact for further information and our obligation under the medical health act to retain their child's records for 25 yrs.
- **Payment terms** – Payment is due in advance. Invoices for previously agreed scheduled payments will be sent at least one month in advance of the payment due date. Overdue payments will affect service delivery and may lead to the suspension of a service until all funds are recovered. Non-payment by the end of the term in which payment was due will be referred to the Claims Court.
- **Fees and increases.** Hourly costs are based on an annual contract otherwise an alternative fee structure will apply. HT fees will be reviewed on an annual basis and any changes will be communicated before April 1st.
- **Changes** to scheduled days - sometimes changes are required in order to attend case conferences, training, or as a result of sickness etc. Changes to the schedule will be discussed between the HT director and the relevant Senior Leadership of the commissioning body/ setting. If a change cannot be avoided, sufficient notice will be provided wherever possible and any time owing will be re-scheduled for a mutually convenient time or refunded.
- **Pandemic.** Where direct service provision is affected by "local lockdown", our SaLTs' will operate a remote service. All SLT administrative duties related to the caseload may be completed off site in line with our online safety, confidentiality and security policy.
- **Personnel.** RE: IR35. HT Therapists are employed by Happy Talk Ltd. HT is responsible for Therapists salaries, PAYE, pension, sickness, holiday pay etc.
- When HT speech and Language Therapy services are commissioned for schools, each school will have a named Speech and Language Therapist for their school in addition to benefiting from a team of highly specialist Speech and Language Therapists. Working as a team enables us to provide a range of specialism and expertise that would be difficult to achieve with only one therapist working in isolation. School will be approached regarding any proposed visits from other members of the HT team to check convenience and relay the purpose of their visit. Sometimes staff changes are required. Any proposed changes to personnel will always be discussed with Senior Leadership before decisions are taken.
- **Communication.** The HT Director will initiate at least termly contact with the Senior Leadership of the commissioning body/ setting / Clinical Services Lead, to review the Speech and Language Therapy Service delivery. All enquiries regarding finance, staff, additional days/hours, contracts should be directed to the Happy Talk Ltd Director
- **Activity.** All SLT administrative duties related to the caseload will be carried out in the time commissioned, this includes, analysing data, writing reports, communication plans, preparing resources for interventions, liaison with other professionals via phone calls / case conferences as required.
- **Working conditions.** HT Therapists will need access to a quiet space and a suitable desk to work in order to undertake assessments, specific interventions and to analyse data and write reports/ communication plans. All SLT administrative duties related to the caseload may be completed off site in line with our confidentiality and security policy.
- In order to maximise their time efficiently in school HT Therapists will need to have easy access within the school premises and be provided with the necessary fobs / keys as required.
- As HT strive to be eco-friendly and therefore paperless wherever possible, HT Therapists will need access to adequate WiFi whilst on school premises.
- Photocopying – HT Therapists will however, need access to a photocopier in order to provide any paper resources needed for the caseload.
- **Compliments, comments complaints.** Both the Senior Leadership and HT Director are mutually responsible for raising issues in a timely manner regarding any aspect of the respective services that positively or negatively impact on these collaborative working arrangements. (Please refer to our Compliments, comments, complaints policy)

- **Consent.** In line with GDPRs, for all children who are referred for “Specialist” support, a signed HT consent is required from the person with parental responsibility before any assessment, specific advice or intervention can begin. (Please refer to our consent document)

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- **Travel** costs will be added to invoices where journeys to settings require HT staff to travel 50 minutes or more. Travel between venues, home visits etc as required/ requested by Senior Leadership will also incur a cost.
- **Remit.** HT Therapists will only work within the remit of their job description, knowledge, skill and experience. If required, HT Therapists will seek further clinical support from within the HT organisation or externally as appropriate via onward referral, second opinion, clinical supervision.
- Happy Talk Ltd reserve the right to decline referrals to our service if we are of the professional opinion that we cannot meet client needs.
- **Disputes** regarding a conflict of opinion will be addressed via a meeting of all parties involved. If there is no resolution, HT reserve the right to withdraw their input in relation to the specific case.
- **Skill mix.** In order to provide an efficient and effective service, Happy Talk Ltd supports skill mix within our Team. Our Speech and Language Therapists take responsibility for the SLCNs of all the children referred to them. The Speech and Language Therapist is responsible for the assessment, communication plans and ongoing review of children on their caseload. The Speech and Language Therapist also takes responsibility for any supervised work undertaken by our experienced Speech and Language Assistant Practitioners and student Speech and Language Therapists.
- **Safeguarding.** All Happy Talk Speech and Language Therapists have current enhanced DBS clearance. HT Ltd staff are requested to subscribe to the updating service. All HT Therapists must make themselves aware of the designated person in school and the record of concern procedures. All HT Therapists have accessed NSPCC safeguarding training. HT “Records of Concern” are retained securely by the HT Director who is the companies designated person for safeguarding. (Please refer to our safeguarding policy statement and Online Safety Policy)
- **Governance.** All HT Therapists are registered members of the Royal College of Speech and Language Therapists and the Health and Care Professions Council. Happy Talk Ltd employ governance arrangements to monitor staff and company compliance with the regulatory body, the Health and Care Professions Council, standards of practice.
- All client details, case notes and correspondence will be stored securely and treated confidentially according to General Data Protection Regulations and the Data Protection Act 2018.
- You can view our ICO registration by visiting <https://ico.org.uk/ESDWebPages/Entry/ZA307633>
- Information is stored on a secure electronic system. Reports and programmes are accessed via a shareable link on an encrypted platform or password protected
- All Happy Talk Ltd staff are required to adhere to the Happy Talk Online Safety Policy.
- Any paper based confidential information is stored securely in accordance with General Data Protection Regulations and the Data Protection Act 2018. As per the Code of Practice for Health and Social Care Records (2016), the data we hold on children regarding their speech and language will be retained until the child’s 25th birthday.
- Any client identifiable information generated by Happy Talk Ltd can only be shared with the named individuals for whom it was intended. Any information sharing is subject to the signed consent of the person with parental responsibility. (Please refer to Happy Talk Consent document)
- **Health and Safety.** All HT Therapists are required to alert the HT Director regarding any perceived health and safety risks whilst at work. A risk assessment may be carried out and if appropriate brought to the attention of the Senior Leadership.
- HT have public and products liability and employer’s liability insurance with AVIVA.
- The Royal College of Speech and Language Therapy provides Professional Indemnity cover for its members, i.e. liability insurance and legal expenses.
- HT does not accept referrals for Paediatric Dysphagia. HT will only participate in providing general advice on eating and drinking skills and onward referral to specialist NHS Eating and Drinking Teams.
- Happy Talk SALT Ltd is limited by guarantee and registered at Companies House, Reg. No. 7555078