**Terms and Conditions of Service**

**Provision, Costing and Invoicing**

* West Midlands Speech & Language Therapy (WMSLT) provide a speech and language therapy service using a team of qualified, clinicians working on an employed basis. Quality of provision is ensured using a range of audit procedures including peer reviews, client satisfaction surveys/meetings with school settings, the auditing of written documentation, regular meetings with staff and ensuring staff participate in relevant and proportionate CPD (continuing professional development) opportunities.
* Each ½ day will consist of 3 hours to concur with school hours.
* Newly qualified practitioners (NQP) can only be provided for up to 1 year only, whilst the clinician remains within the statutory competency period. To continue at this agreed service level beyond the competency period, would require a change of clinician, subject to recruitment.
* Each session will include a small amount of necessary non-contact time within the working environment. This may include time to meet with staff, write notes on individual students and evaluate assessment results. Writing case notes is a professional requirement (set by the professional body – Royal College of Speech and Language Therapists (RCSLT)/ Heath Care Professions Council (HCPC) and information must be recorded as soon as possible after working with an individual student. Student case files are the property of WMSLT and WMSLT are not obliged to share an individual student’s case note entries with school staff.
* In addition to this small amount of non-contact time within sessions, Clinicians complete other tasks including writing review reports, updating objectives and preparing resource materials. This activity is completed outside of the session unless otherwise agreed and is covered by the additional admin fee stated above.
* Any detailed reports (e.g. for initial complex assessments or EHCPs) will be written during contracted school time or an additional fee will be charged. Preparation for training will also need to be done within sessions unless additional payment is being made.
* WMSLT will request a Purchase Order to cover the amount agreed within the SLA at the outset. This should be returned with the signed agreement. WMSLT reserve the right to delay commencement or continuation of a contract until such documentation is received.
* Invoices will be submitted at the beginning of each term unless otherwise agreed. Admin charges will be applied to the final invoice of each term.
* Payment should be received within 30 days of the invoice date. If at the end of a term, an invoice remains outstanding after the completion of work, WMSLT reserve the right to cease the service until such time the invoice is settled in full.
* WMSLT reserve the right to increase fees annually in line with the cost of inflation. Settings will be notified prior to changes to fees with one months’ notice. If the fee increase is greater than the rise of inflation, WMSLT will notify settings with at least one terms notice; settings will have an option of not paying the increased fee, and shall be able to exit the contract at the point of change.
* In the event the service is only partially completed, schools will only be invoiced for work completed.
* In the event that WMSLT staff cannot access the school site (relating to a single visit) WMSLT staff will endeavour to complete work relating to that setting within the allocated time. This time will be directed and supervised by WMSLT management team. Please note that a period of at least 48 hours cancellation notice is required to avoid being invoiced for this time.
* In the event that WMSLT staff are not required to attend school due to a decision made by the Local Education Authority (blanket school closure) or by the Headteacher (relating to more than one visit over a prolonged period of time), WMSLT will seek to implement remote working practices and settings will continue to be charged at the agreed rate.
* It is the school’s responsibility to inform Helen Langbourne/Michelle Turner of WMSLT of any concerns as they arise regarding the quality of the service provided or the professional conduct of WMSLT staff or anything that may result in non-payment of work completed.
* In order to terminate the agreement, either party is required to give an academic term’s notice in writing (no less than 12 weeks), unless terms within the contract have been breached. WMSLT will endeavour to provide consistency of clinicians and timetabling of sessions, however, this cannot be guaranteed.

**Clinical**

* A ‘Service Set up’ meeting will be completed at the commencement of the contract. At this meeting, WMSLT will set out the different service options and schools are free to choose which options are required given the nominated budget. WMSLT will then provide a bespoke written ‘Service Plan’ to include the service objectives and outline which SLT services WMSLT consider will make the biggest impact. WMSLT are responsible for identifying suitably qualified SLT staff to fulfil the agreed Service Plan. Schools will be asked to sign this document to confirm agreement. This plan will be subject to ongoing joint evaluation to ensure objectives are met.
* WMSLT will collate, document and share service outcomes with settings on a termly basis. This will include service impact information at each of the 3 service levels, i.e. specialist, targeted and universal.
* WMSLT staff have autonomy to make professional and clinical judgements, based upon RCSLT and HCPC guidelines and evidence-based practice. WMSLT staff are expected to work independently and exercise their own clinical judgements on a day-to-day basis, with support provided by WMSLT to less experienced clinicians. WMSLT staff have regular access to systems of clinical supervision. Where a dispute arises between clinician and settings, with regards to clinical judgements, WMSLT management must be informed immediately and appropriate action will be taken. If the dispute cannot be settled, WMSLT reserve the right to take further measures including terminating the contract with immediate effect.
* WMSLT will provide guidance to its staff, on how to manage caseloads and deliver core services agreed within the ‘Service Plan’. WMSLT will provide further support through contract management systems and scheduled reviews of the service. All WMSLT staff have daily access to ongoing clinical and supervisory support and development through a variety of channels including appraisal of key performance indicators. WMSLT has ultimate responsibility for the clinical decisions taken by its clinicians and has its own insurance in this regard
* Clinical duties may include; direct assessment and management of communication difficulties within the setting, training of staff in communication difficulties and their management, parent consultation and training, provision of reports, programmes and necessary stationary materials to deliver programmes of work, attendance at multi-disciplinary meeting (if scheduled within booked sessions).
* WMSLT staff will liaise accordingly with the providing NHS service regarding students who are known to be currently in receipt of an NHS service. This can only happen, where consent to liaise has been given by parents.
* Adequate accommodation that is quiet will be required for the assessment of student’s communication needs.
* It is strongly recommended that a staff member of the school/centre be available during booked sessions to aid in information sharing, promote generalization of skills and ensure maximum impact of the service.
* School staff will refer students to the service. A consent form will be sent home by school staff and **must be** signed and returned before the clinician works with the student.
* In order to ensure the delivery of a quality provision, the optimum number of students on a clinician’s specialist caseload should be no more than 12 students per half day worked (with the exception of a newly qualified practitioner which will be lower). WMSLT closely monitor caseload numbers and if a caseload exceeds this figure, a setting may be asked to prioritise students to reduce numbers or purchase additional time. Please be aware that the clinician may not be able to work directly with all students on a regular basis, as part of a specialist caseload. It may be more appropriate for some students to transfer onto a targeted caseload and be seen by school staff and have class-based targets.
* WMSLT provide guidance to clinicians on numbers of direct contacts per assessment/therapy session. This guidance states that clinicians are able to see a maximum of 4 individuals per 3-hour assessment session to ensure a quality service to the user and purchaser. With respect to therapy, the guidance states that clinicians can work with a maximum of 5 individuals per 3-hour session. Please note that numbers of contacts will vary depending on the nature of the communication difficulty or if the students are seen within a group. Schools should be aware that these figures may need to be reduced for newly qualified practitioners.
* It will be expected that newly qualified practitioners will need a small amount of time to meet with their supervising clinician within their working day. Frequency of meetings will vary dependent on experience and competency stage. This is reflected in the reduced charge for newly qualified practitioners.
* On completion of an assessment or when a student’s progress has been reviewed, clinicians will provide a WMSLT standardized report detailing assessment results and identified targets. This will be shared with an identified member of school staff. Reports should be received within 3 working weeks of an assessment or review being completed, unless otherwise agreed. It is the responsibility of school staff to ensure that reports are passed on to parents and relevant professionals.
* All student’s progress will be reviewed on a termly basis, unless there is a valid reason as to why this cannot happen.
* Assessment of students who have English as an additional language, can only receive a complete assessment if bilingual support can be made available by the school/centre or agencies providing them.
* We are committed to supporting the professional development of under graduate SLT’s in partnership with Birmingham City University. SLT students will only be assigned to a school with prior discussion and agreement.

**Legal & Professional**

* The designated clinician will provide evidence of DBS at the time of commencement of the service. Additional photographic evidence of identity can also be provided on request.
* Schools will also receive a letter confirming the therapist’s ‘right to work’ in the UK and Birmingham City Council Child Care Disqualification Regulations 2009 paperwork.
* The school/centre will provide information identifying child protection officers and ensure the designated clinician is made aware of fire and evacuation / lock down procedures.
* WMSLT will ensure that the designated clinician is up to date with mandatory training to include Safeguarding Children and PREVENT training. WMSLT also provide its staff with training in safe usage of display screen equipment and manual handing. WMSLT staff are requested to complete a school risk assessment on an annual basis, which WMSLT use to safeguard staff.
* The designated clinician will provide WMSLT with evidence of an up to date Certificate to Practice as provided by the Health Care Professionals Council (HCPC). The school/centre may request to see this if necessary.
* The designated clinician will meet all duties as a registrant of the HCPC regarding professional and clinical standards of conduct, performance, ethics and confidentiality (please ask for details).
* It is WMSLT’s responsibility as an employer, to provide a duty of care to its employees, including taking reasonable steps to protect staff’s mental health and wellbeing. If WMSLT staff report to WMSLT management team that they are being unfairly treated by a member of school staff or outside visiting professional, whether this takes the form of bullying, discrimination, harassment and/or victimisation, the school setting will be informed about the nature of the alleged complaint and a full investigation will be undertaken by the WMSLT management team. If the complaint is left unresolved, WMSLT reserve the right to take further measures including terminating the contract with immediate effect.
* WMISLT is registered with the Information Commissioners Office (ICO) in order to store electronic data.
* WMSLT will adhere to legislation under GDPR Act 2018

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