

Construction Consultancy Services 2

Service Level Agreement (SLA)



Framework Details

Title: **Construction Consultancy Services 2**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **30 September 2022**
 NHS SBS Contact: **[Redacted in line with FOIA Sec 41]**

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement (Framework).

Period of the Service Level Agreement (SLA)	Effective Date	10th May 2022	Expiry Date	10th February 2023 (with the option to further extend by 3 months until 10 May 2023)
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Customer continues to access the Supplier's services, the terms of this SLA shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Mott MacDonald Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	[Redacted in line with FOIA Sec 41]
Job Title of Supplier Authorised Signatory	[Redacted in line with FOIA Sec 41]
Address of Supplier	[Redacted in line with FOIA Sec 41]
Signature of Authorised Signatory	[Redacted in line with FOIA Sec 41]
Date of Signature	[Redacted in line with FOIA Sec 41]

Customer SLA Signature panel

Shared Business Services

The "Customer" [Redacted]	
Name of Customer (or 'Authority')	New Hospital Programme ("NHP") - Department of Health and Social Care ("DHSC") Contracting authority: Secretary of State for Health & Social Care acting as part of the Crown ("Customer")
Name of Customer Authorised Signatory	Redacted in line with FOIA Sec 41
Job Title	Redacted in line with FOIA Sec 41
Contact Details email	Redacted in line with FOIA Sec 41
Contact Details phone	Redacted in line with FOIA Sec 41
Address of Customer	Redacted in line with FOIA Sec 41
Signature of Customer Authorised Signatory	Redacted in line with FOIA Sec 41
Date of Signature	Redacted in line with FOIA Sec 41

This Service Level Agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN [Redacted in line with FOIA Sec 41]

[Redacted]

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1. Agreement Overview

This Service Level Agreement ("SLA" or "Agreement") forms part of a call-off contract ('Contract') under and in accordance with the NHS SBS Construction Consultancy Services Framework Agreement (Framework) and is entered into between Mott MacDonald and the New Hospitals Programme ("NHP") - Department of Health and Social Care ("DHSC") for the provision of Construction Consultancy Services, specifically Project Management covering Programme Delivery & Development Directorate, and Transformation Directorate. This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties. This SLA outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this SLA and/or any SoWs issued under it .

Once this SLA is signed, the Contract will be binding on the parties and will incorporate those documents referred to in this SLA and the following:

- a) the call-off terms and conditions for Services set out at Appendix A2 of the Framework (as amended by the document incorporated into this SLA and embedded at N below);
- b) this Service Level Agreement and the embedded documents referred to and incorporated in this SLA).
- c) the applicable parts of the Specification, Standard Selection Questionnaire (SQ) and Tender Response Document set out at Schedule 5 of this Framework, as may be supplemented by information set out and/or referred to in this SLA;
- d) the applicable parts of the Commercial Schedule set out at Schedule 6 of the Framework, as may be supplemented by information set out and/or referred to in the Order Form; and
- e) any relevant provisions applicable to the Contract as set out in the Framework.

2. Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this SLA is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

The **objectives** of this SLA 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.

Construction Consultancy Supplier Contact: Redacted in line with FOIA Sec 41

Construction Consultancy Customer Contract Manager: Redacted in line with FOIA Sec 41

The Contract and this SLA is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

A. Services Provided

Redacted in line with FOIA Sec 41



Redacted in line with FOIA Sec 41

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Redacted in line with FOIA Sec 41

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Redacted in line with FOIA Sec 41

[Redacted]

Redacted in line with FOIA Sec 41

[Redacted]

[Redacted]

Redacted in line with FOIA Sec 41

Redacted in line with FOIA Sec 41

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Redacted in line with FOIA Sec 41

Supplier standard office hours & contact details: Redacted in line with FOIA Sec 41

Supplier out of hours contact details: Redacted in line with FOIA Sec 41

C. DBS

The Customer should detail the level of DBS check requirement

Not required. The Customer reserves the right to introduce this requirement on reasonable notice.

D. Price/Rates inc. estimated total value

Redacted in line with FOIA Sec 41

Redacted in line with FOIA Sec 41

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the Framework and this SLA.

Subcontractors	Company Registration Number	Contact Details
[Redacted in line with FOIA Sec 41]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]

		Redacted in line with FOIA Sec 41
<p>New Subcontractors can be added subject to agreement between the parties. It is expected that the Customer shall be able to introduce potential Subcontractors to the Supplier for delivery of specific Statements of Work, if required. The Supplier shall be responsible for agreeing a value for money rate for any such Subcontractors and shall be responsible for ensuring that all subcontracts flow down the terms of this SLA as relevant to the subcontract..</p> <p>Status of all subcontracting (both at an individual Statements of Work level as well as overall) will be included by the Supplier within the Supplier's bi-weekly Supplier reporting.</p> <p>If the Supplier subcontracts work, they are responsible and liable for providing the Services as if they had not subcontracted.</p> <p>The Supplier submits the name of each proposed Subcontractor to the Customer for acceptance as part of the Statement of Work production. A reason for not accepting the Subcontractor is that their appointment will not allow the Supplier to provide the Services. The Supplier does not appoint a proposed Subcontractor until the Customer has accepted them.</p>		

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

<p>A suite of MI to the Customer's specification shall be supplied monthly. The parties shall discuss and agree MI requirements within 2 weeks of the Effective Date and as required for each Statement of Work.</p> <p>Reporting to be completed by the Supplier on a bi-weekly basis (every 2 weeks) or as otherwise instructed by the Customer, outlining status and position of each Statement of Work in terms of time, cost and programme. To be included as part of this, Supplier is to provide an assessment of SoW costs against overall Contract value and in place SoW pipeline.</p> <p>Supplier to support Customer in identifying upcoming Statements of Works and to provide recommendations from a strategic perspective of how to proceed to ensure no overspend across this SLA.</p>

G. Invoicing

Please detail any specific invoicing requirements here

<p>Invoicing is linked to agreed Deliverables/Milestones shown in agreed and finalised Statements of Work, using the agreed template.</p> <p>A Statement of Work is only agreed upon receipt of a signed Statement of Work by the Customer Authorised Signatory, Redacted in line with FOIA Sec 41.</p> <p>Draft invoices and their supporting basis (e.g SoW and associated confirmation of completed deliverables) should be submitted to the NHP Commercial Function Contract Manager Redacted in line with FOIA Sec 41 in the first instance for agreement on invoice amounts to be submitted. Following agreement with the named NHP Contract Manager, invoices can then be submitted via the address and process outlined in the Purchase Order.</p> <p>Invoicing format to be standardised for each Statement of work, with invoices to include:</p> <ul style="list-style-type: none"> - Approved Budget

- Gross to date
- Previously certified
- Net amount claimed
- Statement of work invoice relates to
- NHP Workstream lead
- Deliverables completed in period
- Hours per individual/grade worked in that period.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the SLA in accordance with the terms of the Framework.

I. Audit Process

Please detail any Customer audit requirements

As per the Framework

J. Termination

The standard procedure is detailed below

Persistent failure by the Supplier to meet the agreed service levels as specified within this SLA and/or any SoW may lead to the Contract/this SLA being terminated or alternative supplier(s) being appointed by the Customer to maintain levels of service. The Customer also reserves the right to withdraw a specific SoW without terminating the whole Contract/this SLA.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Contract/this SLA in accordance with the terms of the Framework.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

Any specific KPIs will be agreed as per each Statement of Work

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

See M

M. Other Specific Requirements

Please list any agreed other agreed requirements

The Customer reserves the right to call off any requirement valid under the [redacted] work under this Contract/this SLA in addition to requirements stated in A and as per agreed and finalised Statements of Work.

Change Control and early warning:

Both Supplier and the Customer will issue an early warning notice (EWN) to the other as soon as either becomes aware of any matter which could:

- Change the approved budget limit of a Statement of Works;
- Amend completion of a Statement of Works; and/or
- Change the quality/scope of a Statement of Works.

Once raised/received, the Customer shall update the early warning register. The form of Early Warning Notice template is incorporated into this SLA and embedded here:



5M. IDP2 SLA - Early warning notice temp

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework Agreement (Framework) will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

The parties agree that in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed in Clause 6 of Schedule 1 Key Provisions of the agreed terms and conditions.

The parties agree that the terms of the NHS SBS Construction Consultancy Services Framework Agreement are incorporated into the Contract/this SLA updated as follows and captured in the embedded document:

- Updated to include Customer ownership of Intellectual Property produced through this SLA or pursuant to an agreed SoW.
- Updated at Schedule 3 and Schedule 4 to reflect GDPR.

The agreed terms and conditions incorporated into the Contract/this SLA and embedded here:



5N. NHS FRAMEWORK AGREEMENT



Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

www.sbs.nhs.uk

Shared vision. **Better together**