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**Waste Management and Minimisation Services**

**Service Level Agreement (SLA)**

**Framework Details**

Title: **Waste Management and Minimisation Services**

Reference: **SBS/17/NH/MXR/9307**

Framework Duration: **4 years**

Framework End Date: **01st January 2023**

NHS SBS Contacts: **Nic Langman (0161 212 2413)** [nic.langman@nhs.net](mailto:nic.langman@nhs.net)

**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.

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| --- | --- | --- | --- | --- | --- |
| Period of the Service Level Agreement (SLA) | Effective Date | | 1st July 2020 | Expiry  Date | 30th June 2022 |
| Extension | 12 month’s on mutual agreement |  | |

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 agreement shall apply on a rolling basis until the overarching Framework expiry date.

**Supplier SLA Signature panel**

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| **The “Supplier”** | |
| Name of Supplier | Sharpsmart Ltd |
| NHS SBS Supplier Reference # |  |
| Name of Supplier Authorised Signatory | Luke Pelling |
| Job Title of Supplier Authorised Signatory | Commercial Manager |
| Address of Supplier | Unit 44, Enterprise City, Meadowfield Avenue, Spennymoor, DL16 6JF |
| Signature of Authorised Signatory |  |
| Date of Signature |  |

**Customer SLA Signature panel**

|  |  |
| --- | --- |
| **The “Customer”** | |
| Name of Customer | Leeds Teaching Hospitals NHS Trust |
| Name of Customer Authorised Signatory | Chris Slater |
| Job Title | Associate Director |
| Contact Details email | [Chris.slater1@nhs.net](mailto:Chris.slater1@nhs.net) |
| Contact Details phone |  |
| Address of Customer | Beckett Street, Leeds, West Yorkshire, LS9 7TF |
| Signature of Customer Authorised Signatory |  |
| Date of Signature |  |

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 THE FINAL SIGNED COPY OF THIS DOCUMENT TO:** [nic.langman@nhs.net](mailto:nic.langman@nhs.net)

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# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Sharpsmart Ltd* and Leeds Teaching Hospitals NHS Trust for the provision of Waste Management and Minimisation Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Waste Management and Minimisation Services covered as they are mutually understood by the primary stakeholders.

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The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

# 2. Goals & Objectives

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

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# 3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary** **stakeholders** associated with this SLA.

**Waste Management and Minimisation Supplier Contact:** *Luke Pelling*

**Waste Management and Minimisation Customer Contact:** *Hamid Khan/Matthew Quinton*

# 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

# 5. Service Requirements

# Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

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| LOT 1 Clinical Waste  The collection and disposal of AT waste, Sharps waste and pharmaceutical waste from all trust sites. The disposal must be in line with HTM 07-01 and all Environment agency regulations. Collections must be in line with agreed schedules to ensure that there is no build-up of waste on hospital sites.  The Term of the contract is 2+1 Years. |

1. **Business Hours**

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

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| Sharpsmart will provide a single point of contact, through the provision of a contract manager in Matt Blackwell. In addition, and for day-to-day queries and contact, standard communication should be through their customer service team. |

1. **DBS**

The Customer should detail the level of DBS check requirement

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| Refer to Call off Terms - Clause 5.8 |

1. **Estimated Value and Prices/Rates**

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| The above service shall be provided in accordance with the following rates (embedded in section D of this document). These rates shall remain fixed for the first 2 years.  In line with the Department of Health Guidance the prices shall remain fixed for the first two years of the contract term. Following the 2 years prices will be subject to annual indexation increase in line with the (Consumer Price Index) CPI index. |

1. **Sub-contracting**

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 ensuring standards are maintained in line with the framework and this SLA.

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| Sharpsmart shall not subcontract any element of the services under this contract. |

1. **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.

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| Sharpsmart will provide a monthly MI report, detailing the number of containers collected, volumes of waste processed by waste stream, and the breakdown of costs. This will be provided on an individual site by site basis across the Trust in both graphical and tabular formats. |

1. **Invoicing**

Please detail any specific invoicing requirements here

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| Electronic copies of all pdf invoice copies must be sent to [Leedsth-tr.accountspayable@nhs.net](mailto:Leedsth-tr.accountspayable@nhs.net). Invoices are paid within 30 days of the receipt of the invoice. All invoices must be sent at the end of each calendar month.    The backup sheets of each invoice must be sent to the named person (within the Contract) for review and approval. The invoices should provide simple and clear information about the service being carried out in-order to avoid delays in payment to the Contractor. Any dispute from the Authority will delay the payment to the Supplier, hence it is important that the invoice has adequate and accurate information.  For rest of the details see Call Off terms. |

1. **Complaints/Escalation Procedure**

The standard procedure is detailed below

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| In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally.  In the case of a Complaints arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the complaint.  Unless otherwise agreed by the Parties in writing, the management levels at which a Dispute will be dealt with are as follows:   |  |  |  | | --- | --- | --- | | **Level** | **Authority representative** | **Supplier representative** | | 1 | Contract Manager | Matt Blackwell | | 2 | Assistant Director or equivalent | Luke Pelling | | 3 | Director or equivalent | Neil Robinson |   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 Service Level Agreement. |

1. **Audit Process**

Please detail any Customer audit requirements

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| Visits to disposal sites will be monthly and this will revert to quarterly and then six monthly once the contract is established and LTHT is satisfied that the Supplier is performing the service business as usual. However LTHT will perform ad-hoc audits as it deems necessary by giving 24hrs notice to the Supplier. The trust may use external auditors for the annual duty of care audit. |

1. **Termination**

The standard procedure is detailed below

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| Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain satisfactory levels of the service. Any Service or KPI failure (minor or major) shall be treated seriously by the Authority and the Supplier.  Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately. |

**6. Other Requirements**

Please list and agree the key requirements of the service

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| The Supplier shall notify the Authority forthwith in writing of any failure/breach of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.  Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services. |

1. **Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

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| Currently the Authority’s HTI waste is collected and processed by a 3rd Party Supplier. The Authority may or may not add HTI waste to the scope of the Supplier (Sharpsmart) as discussed at the pre-mobilisation meeting. |

1. **Other Specific Requirements**

Please list any agreed other agreed requirements

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| --- |
| One week prior to each review meeting the Supplier shall provide a written contract management report to the Authority regarding the supply of the Goods, the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:   * + 1. details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;     2. details of any complaints by the Authority regarding the supply of Goods or provision of Services and any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;     3. the information specified in the Specification and Tender Response Document;     4. a status report in relation to the implementation of any current Remedial Proposals by either Party; and     5. such other information as reasonably required by the Authority.   The Authority shall conduct 6 monthly site visits to the Supplier processing facility - standard approach to contract, request site visit after 1st week, then possibly once a month for the first three months for the Authority assurance.  The Trust shall closely monitor the Supplier’s KPI’s in monthly review meetings.    The attached Risk Register shall be discussed in detail and maintained by both Parties at the monthly review meetings. Any potential risk must be highlighted and a Mitigation proposal drawn by the concerned Party. |