

# Consult 18: Multidisciplinary Consultancy Services Service Level Agreement (SLA) (Order Form)

#### Framework details

Title: Reference: Framework Duration: 3rd July 2018 NHS SBS Contacts:

Consult 18: Multidisciplinary Consultancy Services SBS/17/SG/ZMC/9266 Framework End Date: 2nd July 2022 (Extended until 2nd Jan 23)

#### 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.

Period of the Service Level Agreement (SLA)	Effective Date	3 <sup>rd</sup> October 2022	Expiry Date	30 <sup>th</sup> December 2022
--	-------------------	------------------------------	----------------	--------------------------------

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

	The "Supplier"
Name of Supplier	Softcat (utilising the sub-contractor Interpath)
NHS SBS Supplier Reference #	SBS/17/SG/ZMC/9266
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Partner Alliance Team Leader
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	

### **Customer SLA Signature panel**

	The "Customer"
Name of Customer	Defra
Name of Customer Authorised Signatory	
Job Title	Senior Commercial Officer
Contact Details email	
Contact Details phone	
Address of Customer	
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: nsbs.nhsbusinessservices@nhs.net

© NHS Shared Business Services Ltd 2015

Shared Business Services Limited Registered in England. Registration No: 5280446 Registered Office: Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire HP2 7AH.

### **Table of Contents**

- 1. Agreement Overview
- 2. Goals & Objectives
- 3. Stakeholders
- 4. Periodic Review
- 5. Service Requirements
  - A Services Provided
  - B Business Hours
  - C DBS Check
  - D Price/Rates
  - E Sub-Contracting
  - F Management Information
  - G Invoicing
  - H Complaints/Escalation Procedure
  - I Audit Process
  - J Termination
- 6. Other Requirements
  - a. Variation to Standard Specification
  - b. Other Specific Requirements

#### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **Softcat** and **Defra Group** for the provision of Multidisciplinary Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Consult 18: Multidisciplinary 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 document.

#### 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent C Consult 18: Multidisciplinary Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Multidisciplinary Consultancy 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.

#### 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.

#### Multidisciplinary Consultancy Services Supplier Contact:

Multidisciplinary Consultancy Services Customer Contact:

#### 4. Periodic Review

This Agreement is valid from the 3<sup>rd</sup> October 2022 outlined herein and is valid until the 30<sup>th</sup> December 2022 as agreed.

## 5. Service Requirements

#### A. Services Provided

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

## Background to the requirement

 In 2021 we successfully agreed an SR settlement. This settlement gives us the unique opportunity for Defra to invest in our estate to realise our vision of smarter ways of working and meet our changing workforce requirements.

• Post settlement there are significant senior government leadership changes expected in September 2022 which include the appointment of a new Prime Minister. That coupled with the recent unprecedented increase(s) in inflation and cost of living in the UK, we are anticipating there will be an HMT budget /efficiencies challenge exercise ahead of the Autumn 2022 budget and/or Spring 2023 Statements.

• Since August 2018, we have had support from an external supplier with rolling/ multiple SR bids including the development of a number of estates work packages for the Defra Group property (DgP) and corporate strategy transformation initiatives.

Our original contract with the external supplier ceased with the culmination of the SR21 settlement.

• We have identified an urgent need to procure consultancy support to prepare for the anticipated HMT budget /efficiencies challenge exercise. We need to review and articulate a strong case to preserve our SR 21 settlement. Preserving a strong office estate settlement will be challenging given the significant funding ask and difficult-to-quantify benefits but is critical for Defra to realise its vision of modern and smart working.

• There is uncertainty around the scope, speed and duration of the challenge exercise. However, we are initially planning for a sharp/short exercise in the Autumn, prior to the release of the 2022 budget settlement.

• Therefore given the uncertainty as to the challenge that we will receive, it is imperative that we remain on the front-foot by preparing with robust scenario planning starting September 2022. Customer Objective

Support is required in the following areas:

- Review of SR21 settlement position and assumptions
- Supporting DgP review their estate's strategy and investment plan, including Office estate analysis, prioritisation, profiling co-ordinating ALB input, where required

- Support with scenario planning for DgP aimed at challenging assumptions such as workforce / FTE assumptions

- Co-ordinating funding submissions ahead of Autumn 22 Budget and Spring 23 Statements

- Supporting management with determination of indicative costs and benefits for future periods

- Supporting management with drafting revised funding submissions/evidence notes, negotiation and reposes to HMT challenge sessions.

- Supporting stakeholder engagement activities including developing of briefing papers and communications

- Ad-hoc requests as required such as business cases and other key supporting documents underpinning the funding submissions

However proposed scope, specification and deliverables will need remain fluid until we know the full ask from HM Treasury

### Scope/Specifics

We are requesting to direct this award to Softcat via Lot 10 of the NHS Consult 18 framework with the provision that the work is subcontracted to Interpath. We propose this approach given that they are already familiar with the intricacies of the existing SR settlement, workforce challenges, the complexities around Defra's estate and have good relationships with our stakeholders.

### **B. Business Hours**

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

### C. DBS

## BPSS

## D. Price/Rates

The following team is proposed to meet this scope of work for a maximum fee of £100k (ex VAT).

Each deliverable requires to be signed off by the contact manager to a satisfactory standard before commencement of the following deliverable.

All outcomes require sign off before any payment is made.

Deliverable	Planned support	Key dependencies / risks
Confirm list of assumptions underpinning SR21 bid	<ul> <li>We will collate the list of assumptions (for both costs and benefits) underpinning SR21 per our records.</li> <li>We will confirm the owners of each assumption, and agree any updates required on each assumption line</li> </ul>	<ul> <li>Will be based on assumptions agreed with DgP, and dependant on receiving these assumptions (e.g. FTE forecast, plan for key sites)</li> <li>Some assumptions obtained from external sources (e.g. sost assumptions) – this will be flagged and revision will need to be agreed with DgP</li> </ul>
Forecast SR22 bid for 3 years up to 24/25	<ul> <li>We will review the current position of the funding vs. the funding allocation for SR21, in particular the office buildings.</li> <li>We will support calculations (both costs and benefits) to forecast the property investment required in Defra group offices.</li> <li>We will collate any figures provided with regard to investment in Defra group properties (e.g. sustainability investment, IT investment etc.)</li> <li>We will add value by recommending mitigations to offset cost pressures since SR21, where possible</li> </ul>	<ul> <li>Current allocation of SR21 funding will determine future forecast – this information is required from DgP</li> </ul>
Scenario planning (reduction in bid by 10%, 20%, 50% indicated, but to be refined)	<ul> <li>We will group finalised costs and benefits based on whether they are discretionary / non-discretionary based on criteria agreed with Defra</li> <li>We will provide analysis to support discussions on scenario planning (e.g. reduction in bid by [x]% as decided by Defra)</li> </ul>	<ul> <li>Prioritisation dependant on DgP's ambition for change – this information to be provided by DgP</li> <li>Meeting to be diarised ahead of commencement of scenario planning to agree appropriate scope for remainder of work order</li> </ul>

## E. 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.

Interpath is the lead worker on this contract as a sub-contractor

## 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.

At the end of each deliverable

## G. Invoicing

Please detail any specific invoicing requirements here

Invoices can be submitted upon confirmation of satisfactory completion of the above phases, by the contract manager.

The invoices must include the purchase order number (to be supplied) and should be submitted to

## 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 Service Level Agreement.

### I. Audit Process

Please detail any Customer audit requirements

Customer does not wish to conduct an onsite audit due to the short sprint of this work, however the work and process may be audited by the NAO at any given time.

### J. Termination

The standard procedure is detailed below

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 levels of service

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

Fortnightly progress and spend report

### A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

## B. Other Specific Requirements

Please list any agreed other agreed requirements

# PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO: nsbs.nhsbusinessservices@nhs.net