



Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)



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Framework Details

Title: **Construction Consultancy Services 2**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **31 July 2023**
 NHS SBS Contact: **Redacted in line with FOIA Sec 41** **Redacted in line with FOIA Sec 41**
Redacted in line with FOIA Sec 41 **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.

| | | | | |
|---|----------------|---------------|-------------|--|
| Period of the Service Level Agreement (SLA) | Effective Date | 11th May 2023 | Expiry Date | 10th May 2024 (with the option exercisable at the discretion of Customer to further extend by 6 months until 10 November 2024) |
|---|----------------|---------------|-------------|--|

Unless otherwise agreed by both parties, this SLA will remain in force until the Expiry Date agreed above. If no extension/renewal is agreed in writing by the Customer, no payments shall be due and owing from the Customer for any services carried out after the expiry date

Supplier SLA Signature panel

| The "Supplier" | |
|--|-----------------------------------|
| Name of Supplier | Mott MacDonald |
| 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 | |

Customer SLA Signature panel

| The "Customer" | |
|--|---|
| Name of Customer | 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 | |

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:

Redacted in line with FOIA Sec 41

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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 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.

3. Stakeholders

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

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

Email **Redacted in line with FOIA Sec 41**

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

Redacted in line with FOIA Sec 41. Email **Redacted in line with FOIA Sec 41**

4. Estimated Duration of Contract

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

5. Service Requirements

A. Services Provided

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

LOT 12 Ancillary Services

Scope of the IDP3 contract

This Specification describes DHSC's core requirements for interim delivery partner 3 services (IDP3 Services) to be performed by the Supplier in relation to the New Hospital Programme. The Specification describes the high level scope of services likely to be performed pursuant to the Call-Off Contract and the Framework Agreement. The actual IDP3 Services to be performed will be more particularly defined in Statements of Work to be prepared by DHSC in accordance with the Service Level Agreement. Although the Service Level Agreement provides no guarantee or warranty as to the value or volume of IDP3 Services to be ordered via Statements of Work, DHSC may order IDP3 Services within the scope of services defined in this Specification and may order additional services of the same or similar nature, as DHSC may determine are required from time to time due to the evolving nature of the New Hospital Programme, provided such services are within the scope of Lot 12 of the Framework Agreement.

Programme Delivery and Development Directorate

Assisting this directorate in the development and delivery of the programme, including design standardisation and MMC capability, programme assurance, programme controls. The IDP3 supplier will help NHP to bring the right expertise at the right time to drive effective and transformational delivery for every scheme at all stages in the programme lifecycle including:

- Hospital 2.0 strategy development and implementation
- Hospital 2.0 standards, policies and design development
- Management of its design and the designs of others
- Technical assurance services
- Development of engineering technical standards
- Environment and Sustainability Policy
- Modern Methods of Construction (MMC) Strategy
- Enabling Works Strategy
- Utilities Strategy
- Programme Management Office / Programme Controls – incl. programme governance support
- Integration and benefits management
- Project Management of schemes
- Development of programme strategies
- Development of programme/ portfolio and project management standards
- Development and implementation of CDE and PM software

- Estates optimisation studies
- Land and property appraisal studies
- Project deep dive reviews
- Support on Programme Business Case drafting and submission
- Provision of specialist support in clinical, digital and transformation departments

Transformation Directorate

Assisting this directorate in **developing healthcare infrastructure policies and standards** to enable the transformation of **clinical care, digitally empower patients and staff**, support the **Net Zero Carbon** agenda and transform the modern workforce in new hospitals. These policy and standards will feed into one design approach to enable standardised and repeatable designs, streamlined approval and efficient delivery and operationalisation of new hospitals. The IDP3's Supplier's role will include the following noting that this list is not exhaustive:

- Analytics
- Clinical
- Digital
- Estates
- Innovation
- Workforce
- Project Management
- NHP organisational design and culture development

The IDP3 Supplier will also be required to support knowledge management and transfer, by aligning with the relevant content of the HM Government's Consultancy Playbook (Sep 2022) and its guidance note entitled, "Knowledge and Skills: Generation, Transfer and Sharing".

The above lists are not exhaustive, the scope is likely to evolve over time and the Supplier will be configured to cater for evolving NHP requirements.

Based upon the above Scope and Supplier Proposal including the original key areas of work, the Customer will raise Statements of Work with key input from the Supplier as their delivery partner. The IDP3 Supplier will support the Customer as requested in the production of costed Statements of Work pipeline and lookahead for the duration of this Contract. For production of Statements of Work, the parties have agreed the process described in the 'Communications SoW Production Flowchart' incorporated into this SLA and embedded here: **See Appendix 1 – IDP3 SLA Statement of Works production flowchart v2.**

A template for Statements of Work will be agreed with the Customer Contract Manager in Week 1 of the Contract. The Supplier only has agreement to deliver works / perform Services under this contract upon receipt of a signed Statement of Work by the Customer Authorised Signatory. Any legacy areas of work that remain unfinished from the preceding IDP2 contract will be fully reconciled and a new Statement of Work for agreement by the Customer will be agreed.

The Customer is not required to enter into any Statements of Work (SoW) or otherwise commit itself to any spend under this SLA. The Customer may amend this template SoW on reasonable notice and with discussion with the Supplier.

The Supplier will deliver their Services in accordance with the Contract, this SLA, the terms of any agreed SoW and the Supplier Proposal incorporated into this SLA and embedded here :



MMD proposal.zip

The Supplier will ensure the appropriate management of conflicts of interest throughout the life of the contract in accordance with the Supplier Proposal or as otherwise directed by NHP in accordance with NHP's conflicts of interest policy.

Key resources to be deployed under this SLA are as per the attached CVs that are incorporated into this SLA and embedded here :

[CV's included in the supplier proposal above]

The Supplier will seek approval from the Customer to deploy any other resources. The Customer has the right to request CVs of all resources to ensure they have the appropriate skill and experience for the activity being requested by the Client.

The Supplier will adhere to the Acceptance of Consultants Staff conditions embedded at section 5N

B. Business Hours

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

Redacted in line with FOIA

Email: Redacted in line with FOIA Sec 41

Tel: Redacted in line with FOIA Sec 41

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

Estimated total value: The Contract and this SLA has zero guaranteed value and the Customer gives no warranty as to the nature or volume of Services to be ordered prior to the Expiry Date.

The estimate of Services to be ordered under the Contract is £49.8m (inclusive of VAT) up until the Expiry Date. An option to extend the value up to a total of 50% of the estimate in the event the Period of the Service Level Agreement (SLA) is extended by a further 6 months (optional extension is at the Customer's discretion and is also subject to the Customer securing budget). There is no commitment from the Customer to utilise any or the full value of this Contract and this SLA. Each of the Customer's requests for services, instructions and tasks will be agreed between the parties by way of a detailed 'Statement of Work' (SoW) and associated cost and deliverables proposal for agreement by the Customer. Only once a SoW has been agreed and formally issued to the Supplier will the Supplier commence the provision of Services under and in accordance with the terms of this SLA. The Customer also reserves the right to access further Services that fall under scope of the Framework, as agreed via one or more Statement of Work with the Supplier.

Redacted in line with FOIA Sec 43

Rates to be charged by the Supplier will be based upon the rates table incorporated into this SLA and embedded here: unless there is a justifiable reason for deviation which will be agreed with the Customer (including written approval from the Commercial Director) via the relevant agreed Statement of Work:

Redacted in line with FOIA Sec 43

| Framework Grade | Qualifications | Experience | Max Day Rate |
|------------------------------------|---|---|-----------------------------------|
| Partner or Director | Fellow or Member of the appropriate external institution. | Professionally qualified Partner/Director (with at least 10 years post-professional qualification relevant experience) | Redacted in line with FOIA Sec 43 |
| Senior Professional | Member of the appropriate external institution. | Professionally qualified Associate Partner/Director (with at least 5 years post-professional qualification relevant experience) | Redacted in line with FOIA Sec 43 |
| Professional | Member of the appropriate external institution. | Professionally qualified Consultant (with at least 3 years post-professional qualification experience) | Redacted in line with FOIA Sec 43 |
| Senior Technician | Degree qualified within the area of specialist expertise. | Graduate on a recognised and accredited course for obtaining a professional qualification | Redacted in line with FOIA Sec 43 |
| Technician | Trainee / Apprentice / newly qualified in the area of expertise | | Redacted in line with FOIA Sec 43 |
| Admin/Junior Technician/Apprentice | | Administration staff, Junior Technician (Trainee/Undergraduate) or Apprentice with Apprenticeship entry qualifications | Redacted in line with FOIA Sec 43 |
| Subject Matter Expert | Various | Specialist disciplines or experience of significant value schemes | Redacted in line with FOIA Sec 43 |

If the Supplier is to propose a named person that exceeds the max day rate as listed in the table above, then this will need to be submitted to the Customer for review and written approval from the Commercial Director.

Rates to be charged by the Supplier are fully inclusive of all costs, taxes, fees, charges and expenses required by the Supplier to provide the Services with the exception only of reasonable overnight accommodation costs incurred but only when agreed in advance with the Customer. Reasonable overnight accommodation costs for the purpose of this provision is agreed to be limited to a 3* hotel, no extras, single course meal and excludes alcoholic drinks. Such agreed accommodation costs will be charged at cost with costs supported by appropriate substantiation, e.g. invoice.

E. Sub-contracting

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



Q7
Subconsultants.pdf

New Subcontractors can be added subject to agreement between the Parties. The Customer may refuse to agree to a subcontractor or subcontract terms if the Supplemental Conditions have not been flowed down or if the liability limits are not appropriate. 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..

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.

If the Supplier subcontracts work, they are responsible and liable for providing the Services as if they had not subcontracted.

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.

F. Management Information (MI)

The Supplier should provide Management Information as standard on a monthly basis in accordance with the following: .

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.

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.

The Supplier is to support the Customer in identifying upcoming Statements of Works and to provide recommendations from a strategic perspective of how to proceed to ensure there no overspend in aggregate across this SLA.

G. Invoicing

Specific invoicing requirements are described below

Invoicing is aligned to agreed Deliverables/Milestones shown in Statements of Work, using the agreed template and which have been signed by the Customer

A Statement of Work is only agreed upon receipt of a signed Statement of Work by the Customer Authorised Signatory, the NHP Commercial Director.

Draft invoices and their supporting basis (e.g. SoW and associated confirmation of completed deliverables) should be submitted to the **Redacted in line with FOIA Sec 41** in the first instance for agreement on the amounts to be submitted within an invoice. Following agreement with the named NHP Contract Manager, invoices may be submitted in accordance with the process outlined in the Purchase Order. An invoice which exceeds any agreed sum, cap or price in the relevant Statement of Work will not be approved and the excess shall not be payable.

Invoicing format to be standardised for each SoW with invoices to include:

- Approved Budget

- Gross to date
- Previously certified
- Net amount claimed
- The SoW that the 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. Should this approach fail to result in a satisfactory outcome for the Customer and the Supplier, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer and the Supplier. 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 within 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 within specific Statements of Work

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

See section M below

M. Other Specific Requirements

Please list any agreed other agreed requirements

The Customer reserves the right to call off any requirement valid under the Framework under this Contract/this SLA in addition to requirements stated in Section A above 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:



Early warning notice
template.docx

The Supplier complies with the Customer's Acceptance of Consultant's staff process which is incorporated into this SLA and embedded here



IDP3_acceptance of
consultant's staff_v2.c

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework Agreement set out at Appendix 5N apply to this Call Off. Such terms are augmented and supplemented by the terms of any Supplementary Conditions of Contract. In the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail,

Supplementary Conditions

1. Statements of Work

No guarantee or warranty is given as to the number or value of Statements of Work which may be issued pursuant to this Call-Off. The Customer reserves the right not to issue any Statements of Work and further reserves the right to cancel or postpone a Statement of Work once issued. If a Statement of Work is cancelled, payment of costs, rates, prices or sums shall be due and payable up to the date of cancellation (fairly pro rated if a lump sum)

2. Cancelling a Statement of Work

The Customer may cancel any Statement or Work in whole or in part upon 3 week's notice in writing. No further sums or part of any Price whatsoever shall be payable in respect of the cancelled Statement of Work (or cancelled party) after the expiry of the 3 week's notice

3. Staff Handover

When a member of staff is replaced, the replacement person shall overlap with the exiting person for at least a week. The Customer shall not be bound to pay for both staff members in this overlap except in exceptional circumstances agreed by the Customer (such as illness or when a person has been redeployed to another part of the Customer's services)

4. Cost Caps

No costs, rates, prices sums or expenses shall be due, claimable or payable by the Customer unless such sums or expenses are within an express cap or express sum identified in the relevant signed Statement of Work

5. Conflicts and confidentiality

The Supplier shall comply with the Customer's conflict of interest policy which may be amended from time to time.

Unless required to be disclosed by law or competent authority all, any material, outputs or information

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provided, disclosed or made available by the Customer; or gleaned during the course of delivering the Services; or developed as part of the Services shall be treated as strictly confidential and shall not be shared with or disclosed by any person or organisation outside the NHP without the express agreement of the Customer. The Supplier shall ensure that this obligation is flowed down to any person providing the Services (directly or as a subcontractor)

Further, the Supplier and its staff shall sign suitable NDAs on request of the Customer from time to time. .

This paragraph is in addition to and does not obviate or effect any other confidentiality provision in the Call-Off Contract or Framework

This Contract is non-exclusive and the Customer reserves the right to instruct or appoint any other to carry out the same or similar Services

6. Other terms:

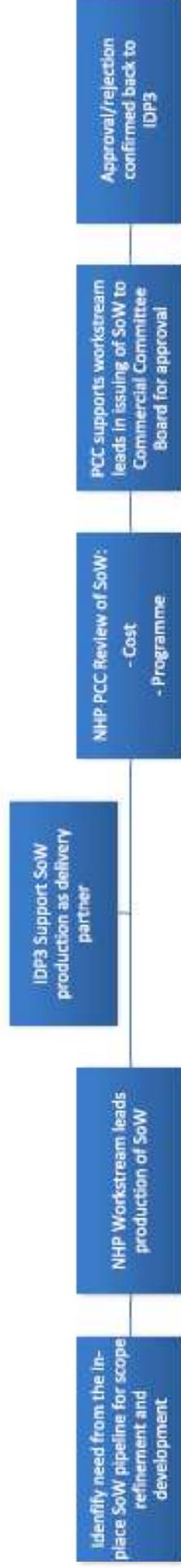
- Updated to include Customer ownership of Intellectual Property produced through this SLA or pursuant to an agreed SoW.
- Updated at Schedule 3 and Schedule 4 of this SLA to reflect GDPR.
- Where the Customer nominates sub-contracted Services unknown to the Supplier, or outside the submitted sub-consultant listing for IDP3, for the Supplier to Contract within this Agreement, then the total liability of the Consultant in the aggregate for all claims shall be limited to the higher of
 - the sums which have been recovered by the Supplier from the relevant Subcontractor
 - the fee payable for the supply of such Services

Appendix 1 – IDP3 SLA Statement of Works production flowchart v2.

Communications – Statement of works production:

As detailed under Section 5A of the SLA between Client and Supplier, a Statement of works pipeline shall be produced and maintained throughout the duration of the contract. Once a Statement of works is required to be raised, the Client and Supplier shall identify this need from the in-place pipeline to then refine and develop the scope. Once finalised, each Statement of work shall be raised by Client with key input from Supplier as their delivery partner for issue to the NHP PCC team. Once received the NHP PCC team shall support the workstream leads in issuing of the Statement of works to the internal NHP Commercial Committee Board for approval. Once approved/rejected this outcome shall be communicated back to the Supplier via the NHP PCC Team.

See below for communications flowchart for Statement of works production.





Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

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Shared vision. **Better together**