

Healthcare Planning, Construction consultancy and Ancillary Services Service Level Agreement

Title:	Healthcare Planning, Construction Consultancy and Ancillary Services (HPCCAS)
Framework Reference:	SBS10190
Framework Duration:	4 years
Framework Commencement Date:	14 August 2023
Framework End Date:	13 August 2027
NHS SBS Contacts:	[REDACTED] Email: [REDACTED] Mobile: [REDACTED]
	[REDACTED] Email: [REDACTED] Mobile: [REDACTED]
	General Enquiries Email: nsbs.ccs3@nhs.net
Please return the final signed copy of this SLA to:	nsbs.ccs3@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.

Please confirm whether this was awarded via Direct Award or Mini Competition:

Direct Award

Mini Competition

Term of the Service Level Agreement			
Effective Date:	28/06/2024	Expiry Date:	31/03/2028

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.

This SLA shall remain in force regardless of any change of organisational structure to the named Customer and shall be applicable to any successor organisations as agreed by both parties.

Supplier Details and Signature Panel

Name of Supplier	Mott Macdonald
Framework Reference	SBS10190
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	Spring Bank House 33 Stamford Street Altrincham WA14 1ES
Signature of Authorised Signatory	[REDACTED]
Date Signed:	28th June 2024

Customer Details and Signature Panel

Name of Customer	NHS England
Name of Customer Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Address of Customer	Wellington House, 133-155 Waterloo Road, London, SE1 8UG
Signature of Customer Authorised	[REDACTED]
Date Signed:	04/07/2024

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1. Agreement Overview

This SLA is made between Mott Macdonald and NHS England for the provision of Construction Consultancy Services. This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties.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) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

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 the provision of Construction Consultancy Services between the Supplier and Customer.

The **objectives** of this SLA are to:

- provide clear reference to service ownership, accountability, roles and/or responsibilities; and
- present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

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

Supplier Contact: [REDACTED], Mott Macdonald

Customer Contact: [REDACTED]

4. Estimated Duration of Contract

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

5. Service Requirements

A. Services Provided

The provider will be expected to demonstrate:

- A track record of delivering technical advice and guidance to the healthcare and wider public sector in relation to the management of Reinforced Autoclaved Aerated Concrete (RAAC) planks.
- Specific understanding of Reinforced Autoclaved Aerated Concrete (RAAC) planks.
- Experience in the review of existing surveying approach and surveying programmes and production of expert opinion reports.
- Working Knowledge of healthcare Technical Memorandum and Health Building Notes and other associated healthcare related guidance.
- To demonstrate strong links to the Institution of Structural Engineers (IStructE) RAAC study group

The provider will be expected to deliver on items that include:

- Attendance at fortnightly meetings of the Estates group, scheduled meetings of the Research group and other meetings by agreement to provide advice, guidance, and research updates on matters of RAAC.
- Review and comment on affected trusts monthly RAAC data submissions.
- Review and comment on affected trusts surveying programmes and RAAC remediation and eradication schemes.
- Review and comment on a deep dive of affected trusts capital work programmes.
- Attendance and input to NHS Regional and National meetings as and when requested.
- Provide technical support to NHS Region colleagues.
- Attend site visits to affected trusts by mutual agreement, estimate of 1 visit per site, per year.
- The provider will operate a 24/7 on call rota to supply a structural engineer to attend the NHS affected site in person in the event of a RAAC collapse. The engineer in attendance will be expected to participate in and contribute to the facilities and estates cell convened in response to the RAAC incident and will provide an expert opinion and situational representative report to NHS regional colleagues as required. The process to stand up and stand down the on-call provision should be in place for the duration of the agreement.
- To produce specific pieces of work (reports, plans, charts) to agreed timeframes as agreed with the NHS Contract Lead.
- To submit to NHS Region at month end a costs schedule setting out the work delivered in the period.

- To feedback on outputs from IstructE RAAC Study Group and National and International items of note pertaining to RAAC planks.

Note: the majority of meetings take place utilising Microsoft Teams and attendance in person, for example at site visits, would be agreed in advance.

Table of Mandatory Deliverables and Outputs

The Supplier has been appointed under Lot 3 Civil and Structural Engineering to provide the following Services:

To deliver to NHS England - East of England region a structural engineering consultancy service and a 24/7 on call service to provide technical guidance and advice specialising in the management of Reinforced Autoclaved Aerated Concrete (RAAC) planks.

The provider will deliver on mandatory deliverables to the specified timeframe detailed below:

	Category	Description	Output or format	Response timeframe / or duration
1	Meetings Attendance	<ul style="list-style-type: none"> • Attendance at fortnightly meetings of the Estates group, scheduled meetings of the Research group and at other meetings by agreement to provide advice, guidance and research updates on matters of RAAC. • To respond to minuted actions allocated to provider by NHS England 	<p>Virtual attendance (unless attendance in person is specifically requested and agreed).</p> <p>Email</p>	<p>Fortnightly (Estates)</p> <p>Ad hoc (Research Group and other meetings as requested).</p> <p>Within 5 working days of meeting for standard requests and by agreement for an in depth</p>

		<ul style="list-style-type: none"> Attendance and input to NHS National meetings as and when requested. <p><u>Note:</u> it is estimated that the total number of meetings per month will be four on average with total duration of circa 4.5 hours.</p>	Virtual attendance	<p>response requiring a detailed output or format</p> <p>As required</p>
2	Assurance check and challenge	<ul style="list-style-type: none"> The provider will check and challenge trust monthly RAAC data submissions by providing region with items to be raised at trusts monthly review meetings. This will include review of surveying programmes and data, RAAC remediation and eradication schemes. The provider will respond to questions posed by region in relation to the safe management and treatment of RAAC planks. Review and comment on a deep dive of affected trusts capital work programmes. 	<p>Email</p> <p>Email</p> <p>Email</p>	<p>Within 48hours of provider receiving data</p> <p>Within 48hours of receipt</p> <p>Within 48hours of receipt</p>
3	RAAC Technical Support	<ul style="list-style-type: none"> Provide technical support to NHS Region colleagues by providing a narrative update via email, and/or compilation of a report within an agreed timescale. 	Email with supporting report or plan as agreed	<p>Within 48hours of receipt (as standard)</p> <p><u>Or</u> by agreement for an in depth response requiring a specific</p>

		<ul style="list-style-type: none"> To produce as required specific pieces of work (reports, plans, charts) to timeframes agreed with the NHS Contract Lead. 	Reports, Plans and Charts	<p>output or format</p> <p>Timeframe to be agreed with Contract Lead or Deputy</p>
4	Site visits	<ul style="list-style-type: none"> Provider to attend site visits to affected RAAC trusts by invitation and by mutual agreement 	In person by invitation	<p>These are scheduled circa two months in advance and take place one to two times per year.</p> <p>Duration two to four hours per site.</p>
5	24/7 on call rota and on site attendance following a RAAC collapse	<ul style="list-style-type: none"> The provider will operate a 24/7 on call rota to supply a senior structural engineer experienced in the management of RAAC planks to attend the NHS affected site in person in the event of a RAAC collapse. The engineer in attendance will be expected to participate in and contribute to the facilities and estates cell convened in response to the RAAC incident and will provide an expert opinion and situational representative report to NHS regional colleagues as required. The process to stand up and 	<p>In person attendance is the expected norm.</p> <p>In the event of extreme weather conditions virtual attendance is acceptable.</p> <p>Telephone, text email and virtual meeting.</p>	<p>In person attendance - to be on the road to the affected site within one hour.</p> <p>Virtual attendance – to participate online as soon as cell is stood up.</p>

		stand down the on-call provision should be in place for the duration of the agreement. <u>Note:</u> Site attendance, travelling and subsistence fees to be charged in addition to the on call rota, at SBS framework agreement rates in force at time of the event.		
6	Contract Admin	<ul style="list-style-type: none"> To submit to NHS Region at month end a costs schedule setting out the work delivered in the reporting period. 	Excel format to include month by month expenditure and predicted charges for the next month(s).	Month end submission

Key Performance Indicators

KPI	Key Performance Indicator	Measurement of success
KPI-1	Supplier to achieve 100% in provision of a primary representative and/or a back-up secondary representative available to attend NHS RAAC incident in person under the 24/7 on call arrangement.	Supplier 24/7 on call Staff are available for duty achieves 100%
KPI-2	Supplier to achieve 100% for rota'd representative or deputy to be on the road to a RAAC incident within one hour of NHSE request for attendance.	Staff are on the road within one hour achieves 100% success rate
KPI-3	Supplier to achieve 100% in submitting a situational representative 'expert opinion' report to NHS Estates and Facilities Cell lead during attendance at site of a RAAC planks collapse.	Submission of sit rep report and input in to the convened NHS Estates and Facilities Cell during an ongoing RAAC incident achieves 100% success rate

KPI-4	Supplier to achieve 100% in responding to requests for information, plans, guidance, and discrete pieces of work delivered within the specified timeframes as detailed in Appendix mandatory deliverables.	Zero outstanding actions or overdue outputs by supplier achieves a 100% success rate
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KPIs will be reviewed and scored monthly in Estates meeting held in week 2.

Tender Response

Question 1	Question % Weighting	10
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Please outline your experience of delivering similar projects involving advising on the management and eradication of Reinforced Autoclaved Aerated Concrete (RAAC) planks, working with healthcare or similar government bodies with complex building structures.

You can include up to 3 recent examples of previous work.

Supplier Response

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Question 2

Question %	25
Weighting	

[REDACTED]

Question 3

Question %	10
Weighting	

Please provide details of the project delivery team that will support this activity over the during the contract term including their role in the team and their relevant expertise.

Supplier Response

[REDACTED]

- Resource – describe the resource that would be made available and how you would manage support to an ongoing incident while ensuring the health and well-being of staff.

Supplier Response

[Redacted Supplier Response Content]

Social Value

Social Value

Detail how, through the delivery of the contract, you plan to measure, report and reduce your carbon emissions (both in your supply chain and embedded carbon within products) through the provision of the service.

Supplier Response

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B. Form of Call-Off Contract

NHS SBS Call-off Terms and Conditions for the Provision of Services

C. Supplier Contact Information and Operating Hours

Supplier standard office hours & contact details
Supplier out of hours contact details
Where applicable, out of hours arrangement and process (to stand up and stand down the on call incident and on site attendance)

D. DBS

Not Used.

E. Pricing

[REDACTED]

F. Sub-Contracting

If the Supplier sub-contracts any aspect of this SLA, the Supplier will remain fully responsible for liability and ensuring standards are maintained in line with the Framework Agreement and this SLA.

G. Management Information

NHS England – East of England Region will be looking for, as a minimum from the Provider, an outline report based on the Framework Agreement KPI’s.

To submit to NHS England - East of England Region contract lead at month end a costs schedule (Excel format) setting out the work delivered in the reporting period.

H. Invoicing

Payment to be made monthly, in arrears.

The supplier must invoice NHS England in the first week of every month for services provided in the previous month.

All invoicing shall be processed in line with NHS England processes.

I. Complaints and Escalation Procedure

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 in accordance with the terms of the framework.

J. Audit Process

used.

K. Termination

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 this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

L. KPIs and Other Requirements

KPI	Key Performance Indicator	Measurement of success
KPI-1	[REDACTED]	
KPI-2		
KPI-3		
KPI-4		

KPIs will be [REDACTED]

M. Variation to Specification

N. Other Specific Requirements

O. Supplementary Conditions of Contract

The terms of the NHS SBS Healthcare Planning, Construction Consultancy and Ancillary Services Framework Agreement 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 Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below: