

## Legal Services Service Level Agreement (SLA)

### Framework details

Title: Legal Services  
Reference: SBS/18/CW/ZWS/9216  
Framework Dates: 1<sup>st</sup> June 2018 to 31<sup>st</sup> May 2022  
NHS SBS Contacts: 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	01 September 2021	Expiry Date	31 March 2023 (exercisable option for a further 18 months extension thereafter)
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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 suppliers 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	Sharpe Pritchard LLP
NHS SBS Supplier Reference #	SBS/18/CW/ZWS/9216/23
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
Contact Details email	Redacted in line with FOIA Sec 41
Contact Details phone	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

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	
Contact Details phone	
Address of Customer	

	Redacted in line with FOIA Sec 41	
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.

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 Sharpe Pritchard LLP and Secretary of State for Health & Social Care acting as part of the Crown for the provision of Legal Services relating to New Hospital Programme ("NHP") - Department of Health and Social Care ("DHSC"). This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Legal 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 Legal Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Legal 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.

Legal Services Supplier Contact: Redacted in line with FOIA Sec 41

Legal Services Customer Contact: Redacted in line with FOIA Sec 41

#### 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

##### A. Services Provided

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

Redacted in line with FOIA Sec 43

##### 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

##### C. DBS

The Customer should detail the level of DBS check requirement

A supplier D&B Report was run on 1 April 2021 and the Supplier rated low-moderate risk.

The Supplier will have the responsibility throughout the performance of the required services under this contract to continue to maintain a Low or Low-Moderate Risk of Failure, Delinquency and Paydex with a D&B Rating of 2A and a Lower than Average or Minimum Risk indicator.

Plus detail the process for handling any exceptions or changes to the above requirements (i.e. how Customer would approve any variance from the agreed DBS requirements).

Relevant DBS checks should be made by the Supplier for all staff performing tasks under the contract.

##### D. Price/Rates

Reduced Framework Rates according to Sharpe Pritchard LLP proposal quote are to be charged as per below table.

Supplier	Grade A: Solicitors and Fellows with over eight years' PQE, including at least eight years' litigation experience	Grade B: Solicitors and Fellows with over four years' PQE, including at least four litigation experience	Grade C: Other solicitors, Fellows, and fee-earners of equivalent experience	Grade D: Trainee solicitors, paralegals and other fee-earners
Sharpe Pritchard LLP	<span style="background-color: black; color: red;">Redacted in line with FOIA Sec 43</span>			

Under the NHS SBS Legal Services Framework, the Charges/Rates consist of Fees, Expenses and Disbursements.

The Fees represent the charge for professional services provided by the Supplier. They will be inclusive of ad-hoc administrative costs such as, but not limited to, photocopying, reprographics, routine postage, charges for internet access, fax usage, and telecommunications costs.

Expenses chargeable to the Contracting Authority will include travel and subsistence costs, in accordance with Supplier



prevailing rates and extraordinary administrative costs, including bulk photocopying, bulk postage, and courier charges, unless otherwise agreed with the Contracting Authority.

Disbursements means any sum spent or to be spent by the Supplier on behalf of the Contracting Authority (including any VAT element), excluding Expenses, unless otherwise agreed with the Contracting Authority.

All hourly rates shall remain fixed for the duration of this Contract and any applicable extensions.

All hourly rates shall include any supplier mark up.

All rates quoted exclude VAT.

#### **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.

No subcontracting is permitted under this SLA without the express prior agreement and permission of the Contracting Authority.

#### **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.

Weekly reporting on time spent broken down by grade will be required to be submitted by the Supplier

#### **G. Invoicing**

Please detail any specific invoicing requirements here

All invoices must be send quoting a valid purchase order number to the following email address:

Redacted in line with FOIA Sec 41

Please address invoice to:

Redacted in line with FOIA Sec 41

#### **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.

#### **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

In the first instance this Contract once with any stipulated additional Terms will take precedence.

The NHS SBS Legal Service Framework Call Off Terms will always be applicable except for instances where the Public Legislation or Industry Requirements have superseded these or where other relevant Legislation is applicable to any particular Legal Services that the Supplier will be required to provide.

Framework Call Off Terms are embedded below:



Call Off Terms and  
Conditions.doc

### A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

In line with framework specification and supplier proposal

### B. Other Specific Requirements

Please list any agreed other agreed requirements

None