

# Healthcare Planning, Construction consultancy and Ancillary Services Service Level Agreement

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

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:	01/08/2024	Expiry Date:	01/02/2025

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	Ridge and Partners
Framework Reference	SBS10190
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	Ridge and Partners LLP The Cowyards, Blenheim Park, Oxford Road, Woodstock OX20 1QR
Signature of Authorised Signatory	
[REDACTED]	

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 Signatory	
[REDACTED]	
Date Signed: 06/08/2024	

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## 1. Agreement Overview

This SLA is made between Ridge and Partners 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 This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties.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]

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

Structural Engineering support, to deliver a regional desktop exercise to assess for the presence of Reinforced Autoclaved Aerated Concrete (RAAC) in the Pharmacy, Optometry & Dentistry (POD) estate across the East of England (EoE), to support regional mitigation of the risk posed by RAAC in the NHS estate.

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

	Category	Description	Output or format	Response timeframe / or duration
1	Desktop top assessment	<p>The provider will deliver a detailed desktop review of a list of c3,000 properties supplied by NHSE to determine if the properties fit the criteria to require further assessment to confirm their RAAC status.</p> <p>The provider will use websites and open-source software to carry out the assessment including but not limited to:</p> <ul style="list-style-type: none"> <li>• Google maps</li> <li>• Google Street View</li> <li>• Historic mapping</li> <li>• Local Council Websites</li> <li>• Building regulations approval</li> <li>• Survey data capture system</li> </ul> <p>The provider will use the following set of questions for their assessment.</p> <ol style="list-style-type: none"> <li>1. Is the Building(s) constructed before 1950 or after 2000?</li> <li>2. Is the Building(s) constructed between 1950 and 2000?</li> <li>3. Has the building had any extensions or modification between 1950 and 2000?</li> <li>4. Is the Building(s) a Residential Property or Conversion?</li> <li>5. What material is the building constructed with? (e.g. brick, stone, wood).</li> </ol>	The provider will deliver a detailed desktop review of a list of c3,000 properties supplied by NHSE to determine if the properties fit the criteria to require further assessment to confirm their RAAC status.	A maximum of 6 months to complete the assessment

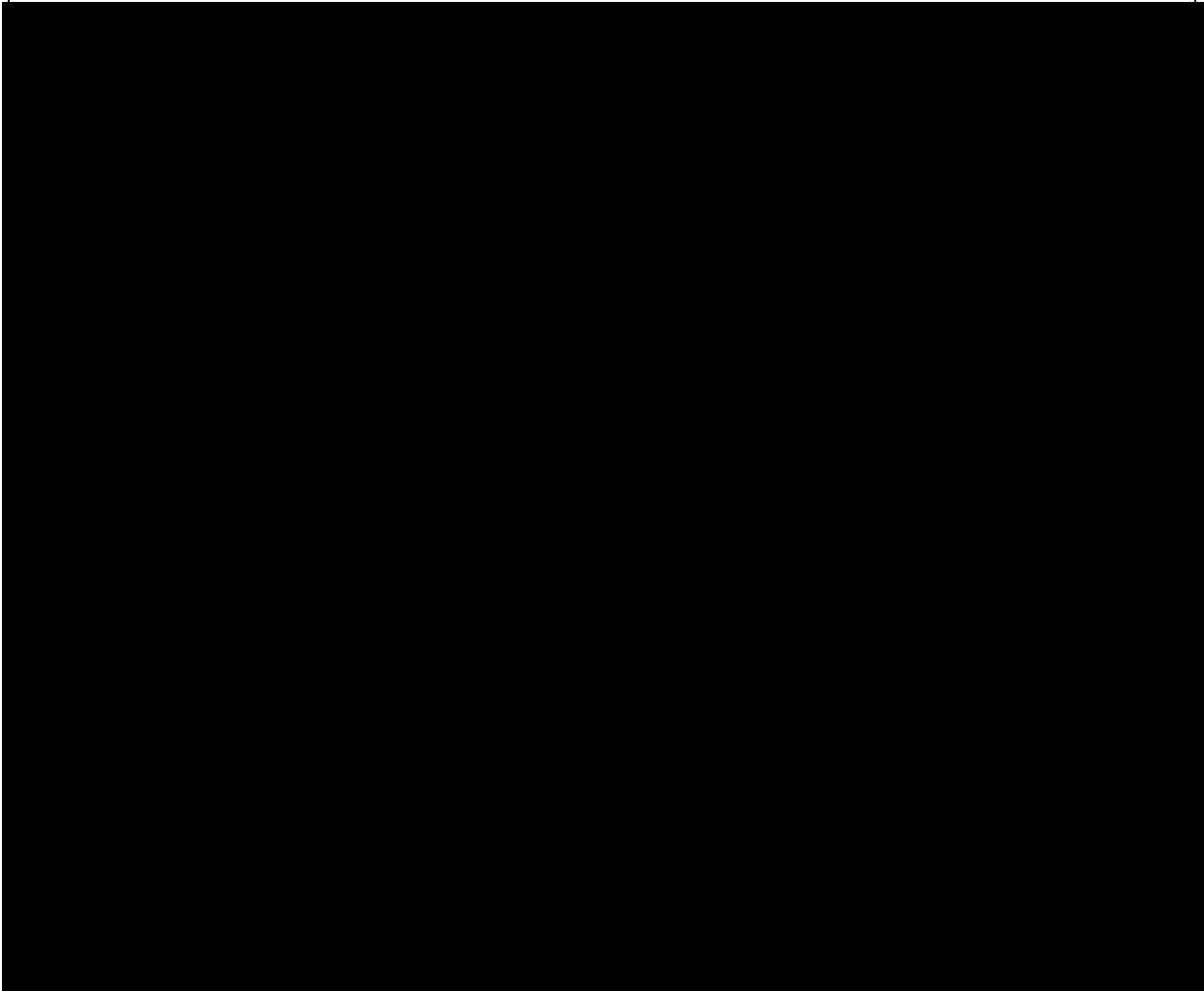
		<p>6. Is the building purpose built with a hipped roof?</p> <p>7. Is the building purpose built with a flat roof?</p> <p>8. Is the building purpose built with a mono/duo pitch roof?</p> <p>9. What material is the roof constructed with?</p> <p>10. Building comprises a traditional masonry frame with a pitched tiled roof of either large span and/or steep pitch (greater than 30 degrees)</p> <p>11. Confirm source of material used to inform this review.</p> <p>12. Include photo of building (if available)</p> <p>13. What is the RAAC risk of the site?</p>			
2	Assessment final report	<ul style="list-style-type: none"> <li>Following the assessment, the provider will produce a full written report explaining their findings and how they carried out the assessment. The report will include an executive summary, conclusion, recommendations and will be made clear if any further action is required.</li> <li>The question set formatting and delivery of the final results and report will be agreed with NHSE prior to the commencement of the exercise. The format will be developed by the contractor.</li> <li>The provider will produce an excel spreadsheet with the results and answers for each property broken down into categories for each ICB/geographical area.</li> <li>All properties will also be put into the following categories: <ul style="list-style-type: none"> <li>1. Confirmed no RAAC</li> <li>2. Low risk of RAAC</li> <li>3. Unknown/unable to confirm RAAC status</li> <li>4. High risk of RAAC – survey recommended</li> <li>5. Confirmed RAAC</li> </ul> </li> </ul>	Email report and spreadsheet	Within 6 months of beginning the assessment	

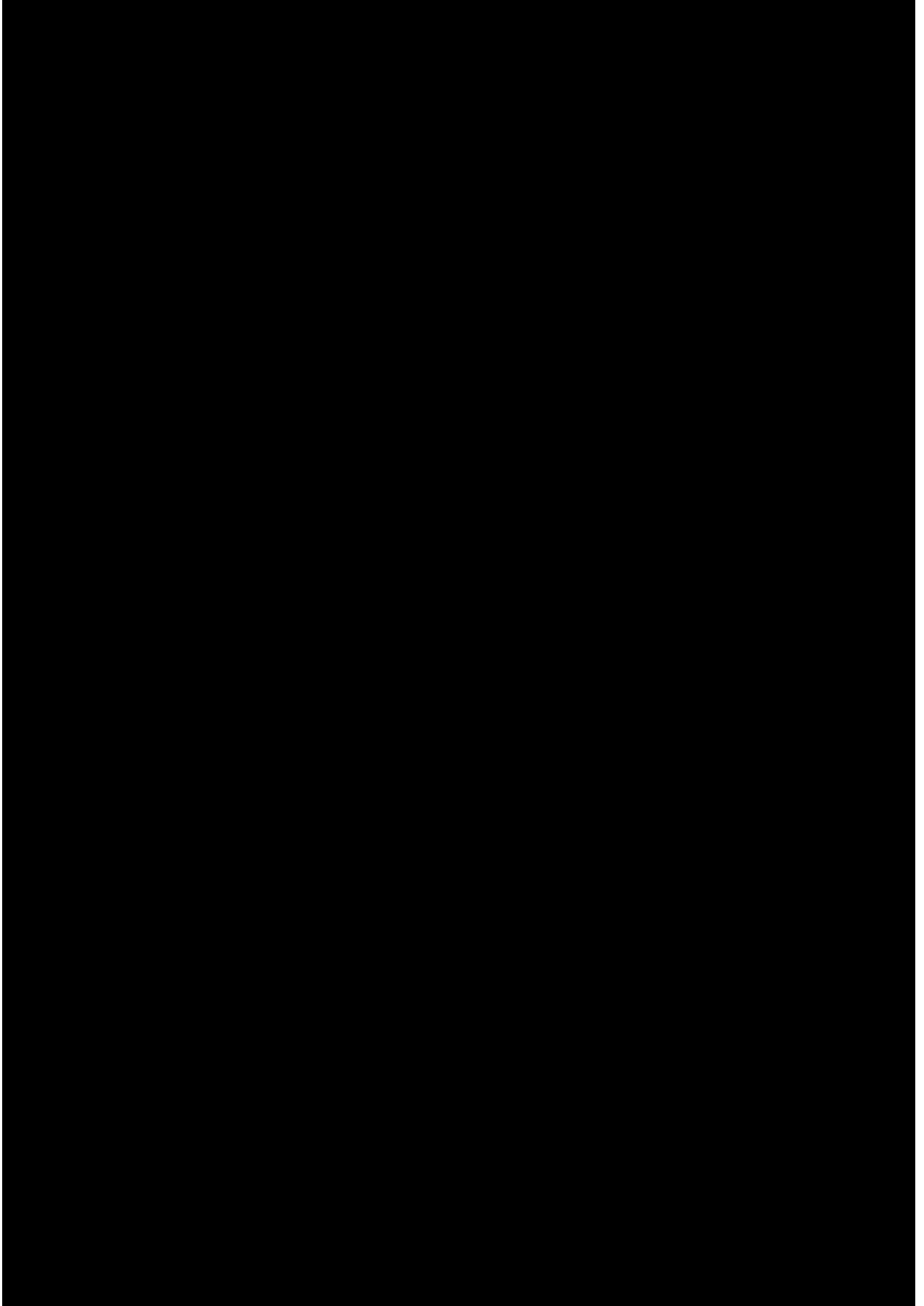
Key Performance Indicators

KPI	Key Performance Indicator	Measurement of success
KPI-1	Supplier to achieve 100% in carrying out a desk top assessment	Desktop assessment is complete within the 6-month maximum timeframe.
KPI-2	Supplier to achieve 100% in submitting a written report and spreadsheet of results and recommendations	Written report and spreadsheet submitted within the 6-month maximum timeframe.
KPI-3	Supplier to deliver monthly detailed progress updates and attend regular monthly engagement meetings with NHSE to monitor progress and results.	To submit to NHS Region at month end a costs schedule setting out a detailed report of the work delivered in the period.

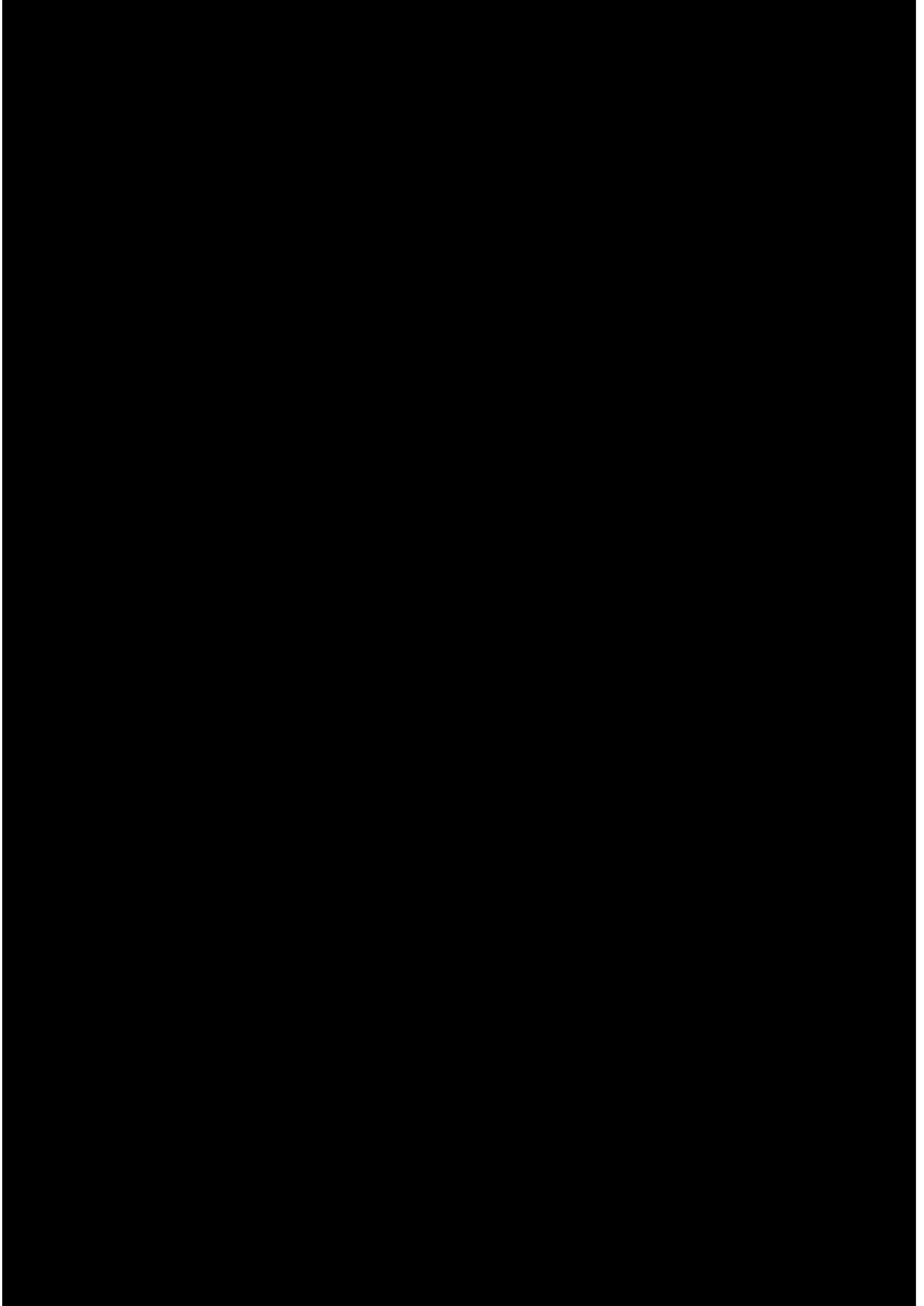
KPIs will be reviewed and scored monthly in fortnightly Estates meeting.

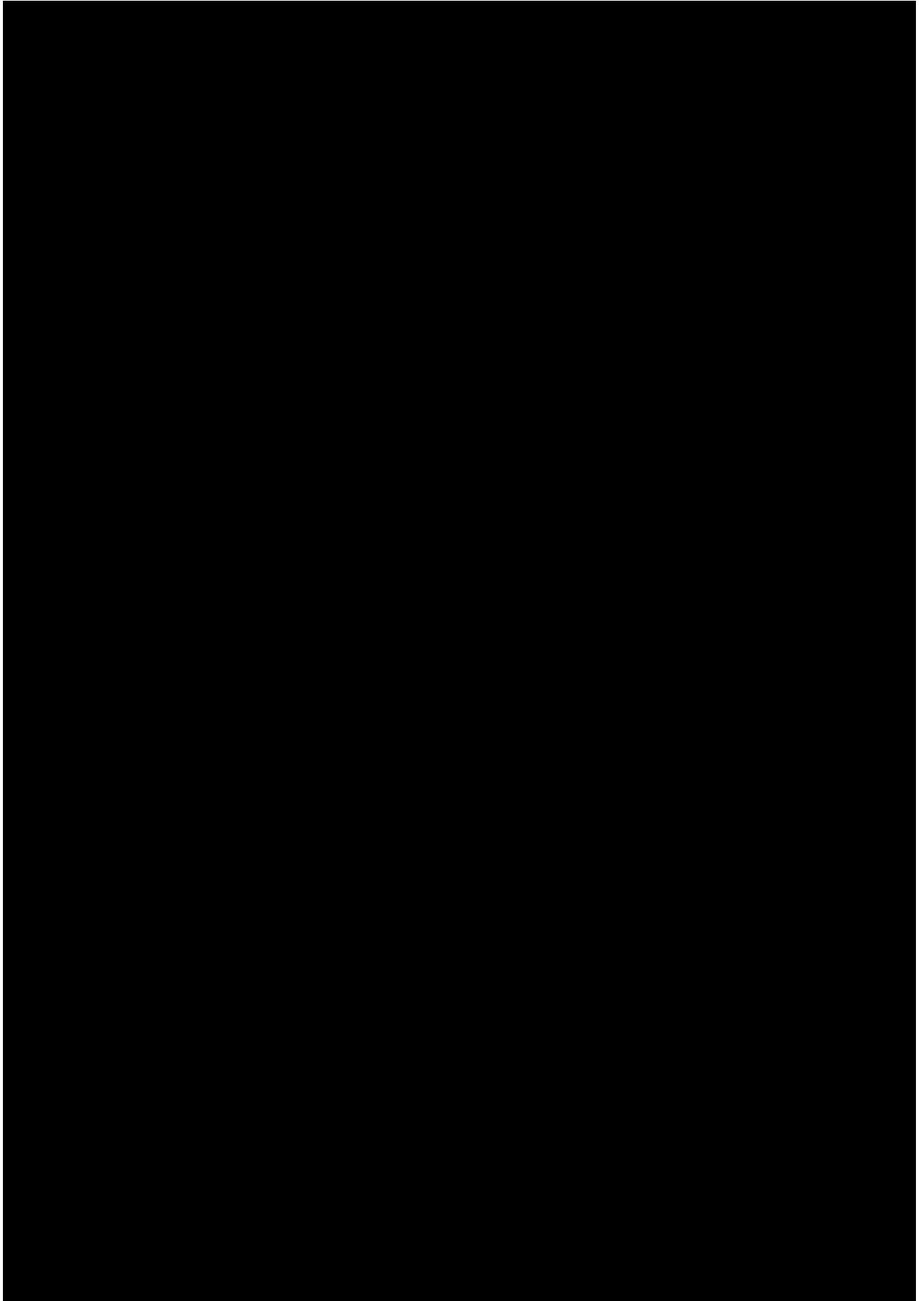
**Tender Response**

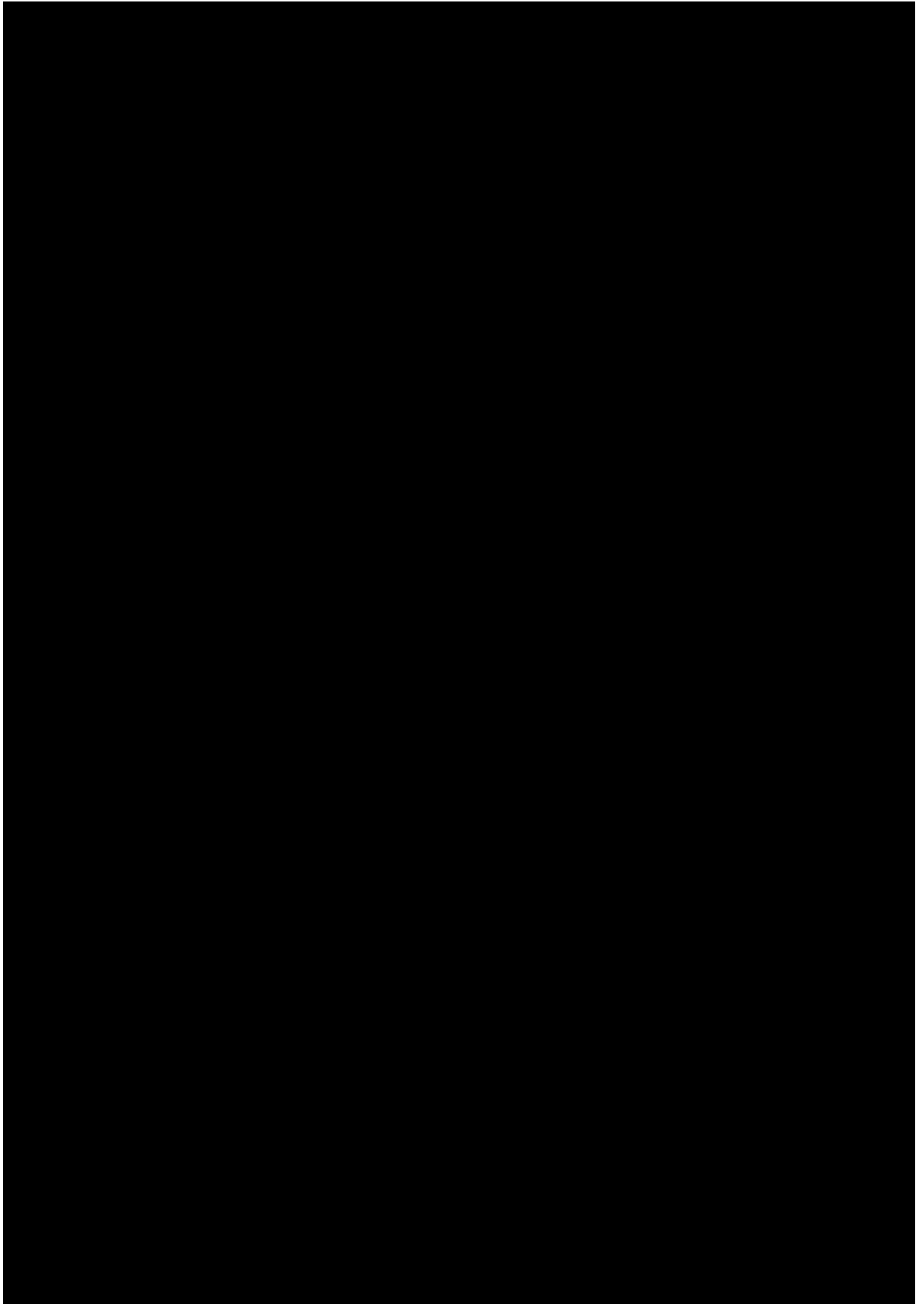


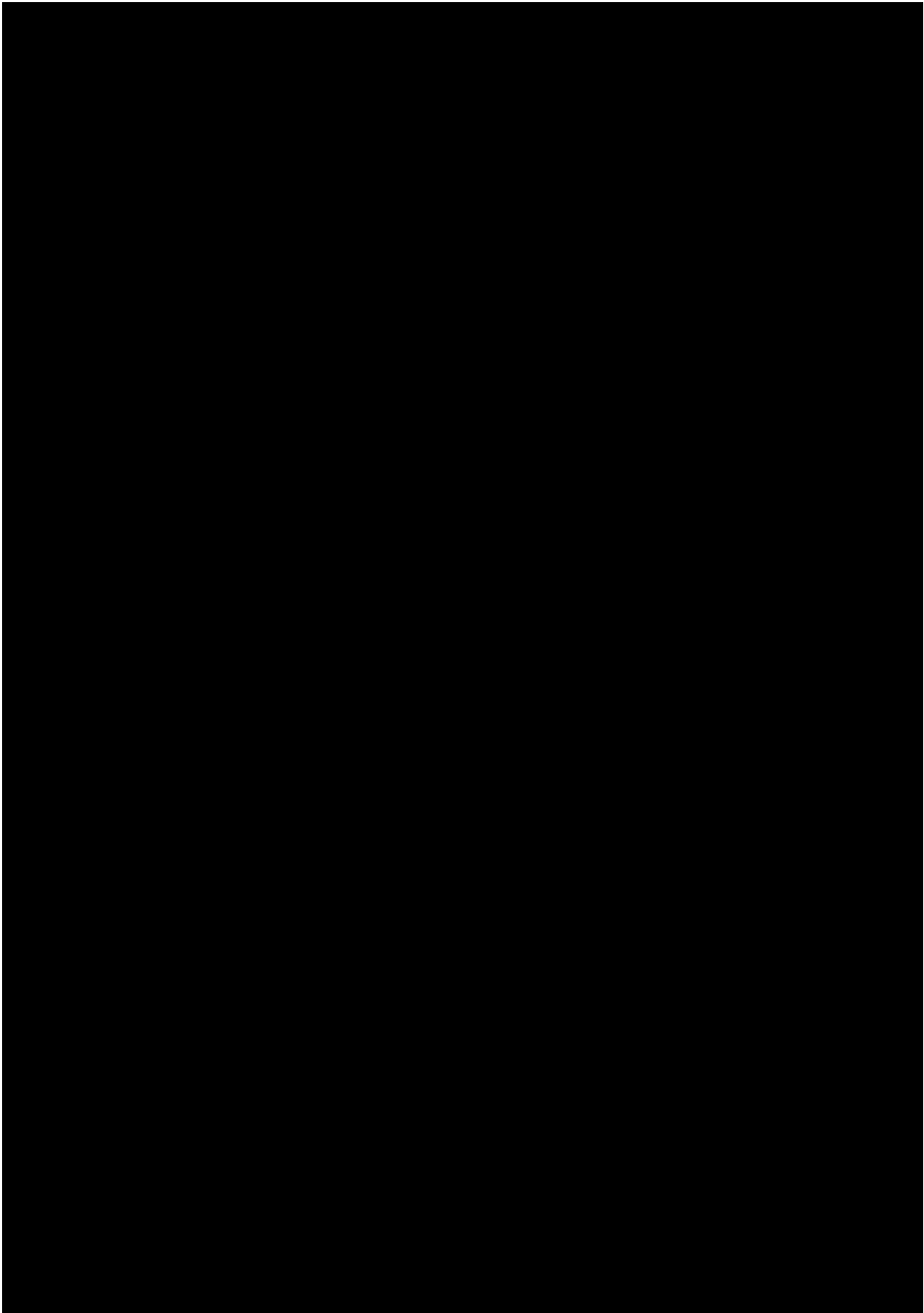


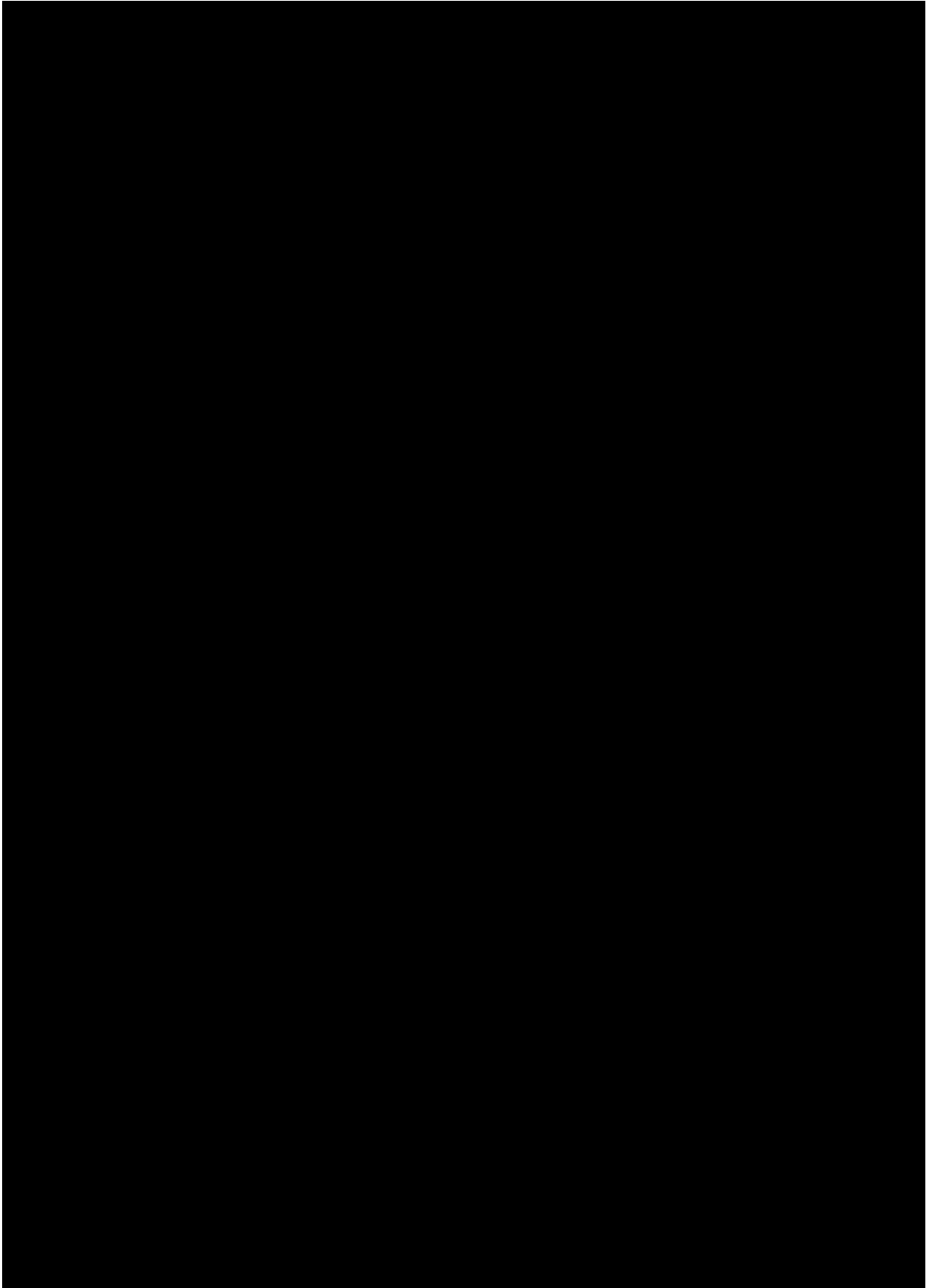


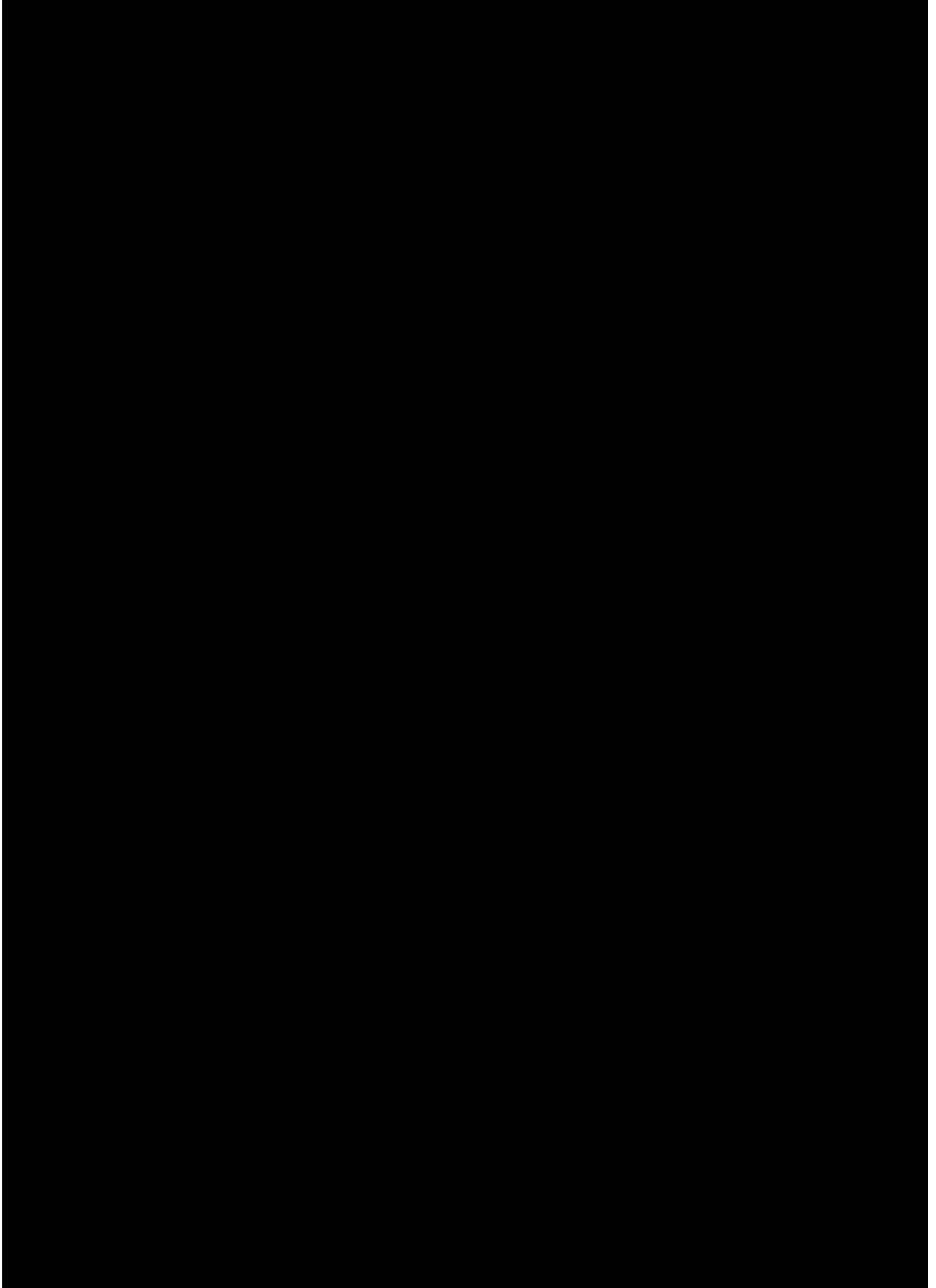


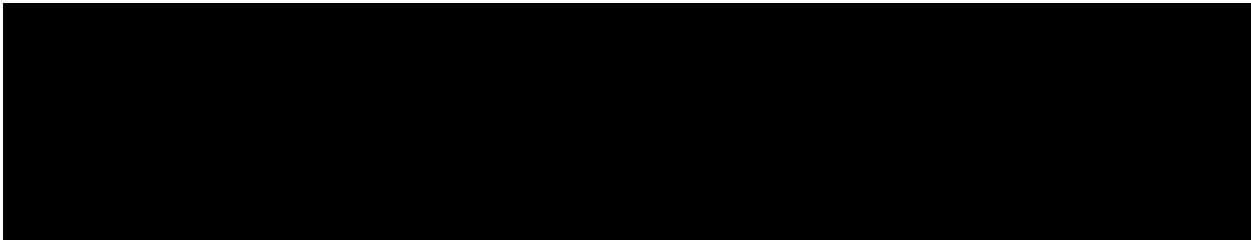












**B. Form of Call-Off Contract**

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

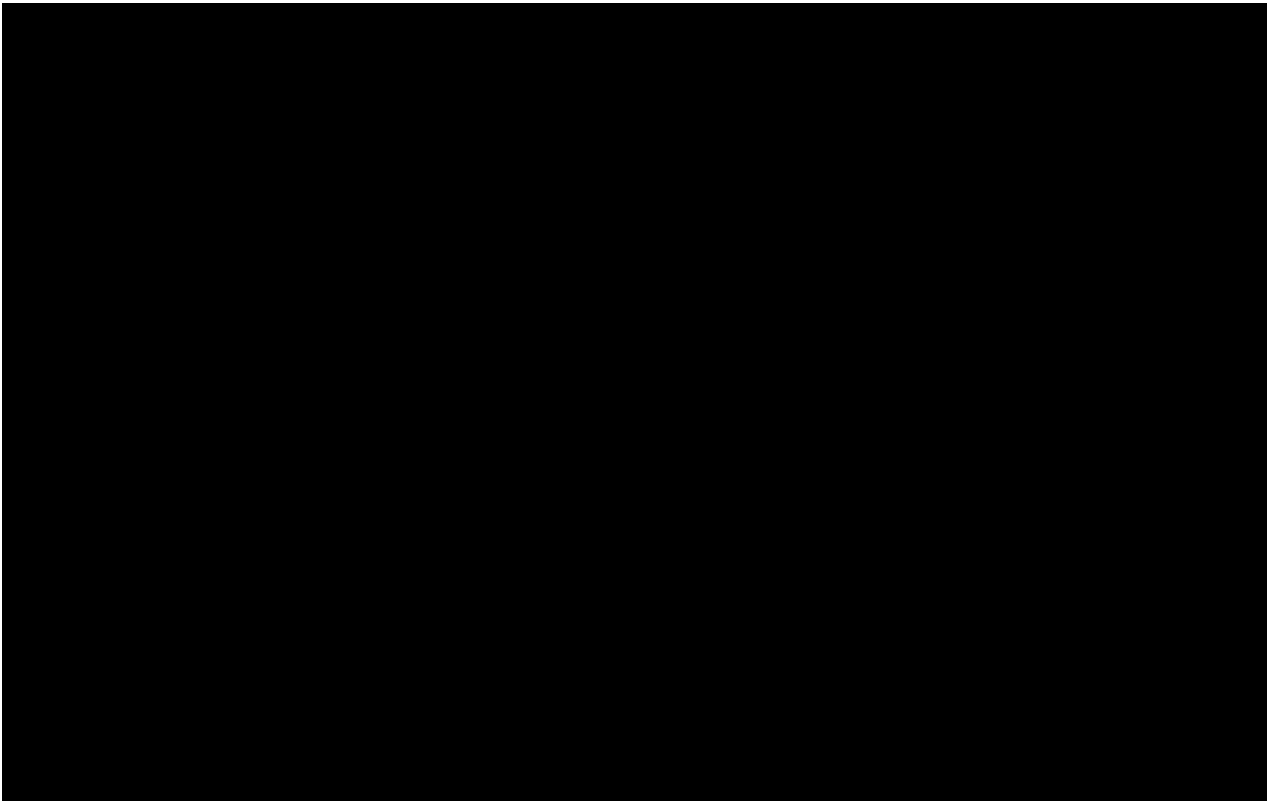
**C. Supplier Contact Information and Operating Hours**

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**



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#### 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.

[Where applicable, the Supplier must detail the name and contact details of the supply chain partners you will be subcontracting any work to.]

N/A

#### 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	Supplier to achieve 100% in carrying out a desk top assessment	Desktop assessment is complete within the 6-month maximum timeframe.
KPI-2	Supplier to achieve 100% in submitting a written report and spreadsheet of results and recommendations	Written report and spreadsheet submitted within the 6-month maximum timeframe.
KPI-3	Supplier to deliver monthly detailed progress updates and attend regular monthly engagement meetings with NHSE to monitor progress and results.	To submit to NHS Region at month end a costs schedule setting out a detailed report of the work delivered in the period.

KPIs will be reviewed and scored monthly in Estates meeting held in week 2.

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: