

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:	<div>[REDACTED]</div> <div>General Enquiries Email: nsbs.ccs3@nhs.net</div>
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:	01/07/2025	Expiry Date:	31/03/2027

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	Osbornes (Quantity Surveying) Limited
Framework Reference	SBS10190
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	
Address of Supplier	Orchard Court, 5 Binley Business Park, Harry Weston Road, Coventry, CV3 2TQ
Signature of Authorised Signatory	
[REDACTED]	
Full Name:	[REDACTED]
Job Title/Role:	[REDACTED]
Date Signed:	13.06.25

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	
<div>[REDACTED]</div> <div>Full Name: [REDACTED]</div> <div>Job Title/Role: [REDACTED]</div> <div>Date Signed: 13/06/2025</div>	

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1. Agreement Overview

This SLA is made between Osbornes (Quantity Surveyors) Limited 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 This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties.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:

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 4 Quantity Surveyor to provide the following Services:

The West Midlands Children and Young People’s (CYP) Sexual Assault Referral Centre (SARC) service operates out of Darlaston Primary Care Centre in Walsall, seeing all recent cases of sexual assault and abuse in those aged up to 18 years. The CYP SARC serves all local four police force areas (West Midlands, West Mercia, Staffordshire and Warwickshire) and provides clinical (public health) and forensic examinations. All SARC premises are required to comply with both NHS and forensic science regulator building standards, regulations and requirements.

The Darlaston SARC lease expires in October 2027 and a new longer term location for the CYP SARC is required. A premises options appraisal was undertaken by NHS Property Services (NHSPS) and from a short list of 4 sites **Goscote Lane** has been selected by NHSE (Midlands region) to go forward for further feasibility and detailed design work.

Property	Property type	Description	Commentary
Former Kitchen Block, Goscote Lane, Walsall, WS3 1SJ		A 1970's building last used a kitchen to serve the former Goscote Hospital. The building offers the opportunity to form a CYP SARC that meets the accommodation requirements.	The building, currently stripped out, will require significant works to provide the accommodation. A discreet location which will require some additional parking to support SARC use.

NHS England will be responsible for funding the remedial building work required to turn Goscote Lane into a new, long term CYP SARC location. The building work will be contracted and led by NHSPS and informed by the SARC service provider, however as the responsible funding body NHSE requires independent healthcare surveyor support to:

- Advise on the initial state of the Goscote building prior to remedial work commencing – NHSPS should be engaging building surveyors or others to advise on the condition of the NHS England Midlands West Midlands CYP SARC Acute Hub Premises Relocation Proposal for Cost Advisor Services - April 2025 2 building as part of their due diligence in developing the scheme. NHSE Midlands may need others to review this or carry out their own inspection. This could be carried out by a building surveyor directly employed by NHSE Midlands or via an architect. [REDACTED]
- Review and comment on building plans and specifications to ensure they are compliant with SARC building requirements – this duty would require the input of designers (architect/mechanical and electrical) with healthcare experience to comment on plans and highlight any compliance issues. [REDACTED]
- Review and comment on building plans and specifications to ensure they are proportionate and offer value for money – [REDACTED]

- Advise NHSE professionally on all premises decisions NHSE is asked to make – dependent on the nature of the decision, [REDACTED]
[REDACTED]
[REDACTED]
- Support NHSE with technical queries – these are likely to be related to design issues and would therefore be provided by the architect or M&E consultant
- Enable NHSE to gain assurance regarding value for money across the contracting and refit programme - [REDACTED]
[REDACTED]
[REDACTED]

Fee Breakdown:

Osbornes (Cost Advisor)		Resource and Rate per Day		Total Man days	Total £	Comment
Task	Rates £/day	Senior Professional	Director			

Healthcare Design (Architectural Advisor)		Resource and Rate per Day		Total Man days	Total £	Comment
Task		Professional	Senior Principal			
	Rates £/day					

PR Consulting (M&E Advisor)		Resource and Rate per Day		Total Man days	Total £	Comment
Task			Senior Principal			
	Rates £/day					

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: 09:00 – 17:30 Mon – Thurs, 09:00 – 17:00 Fri
Tel: 024 7656 1510 Email: info@osbornes-qs.com
[REDACTED]

Where applicable, out of hours arrangement and process (to stand up and stand down the on call incident and on site attendance) Not applicable

D. DBS

Not Used.

E. Pricing

The capped fee for the requested service will be [REDACTED]

Stage	Osbornes (Cost Advisor)	Healthcare Design (Architectural Advisor)	PR Consulting (M&E Advisor)	TOTAL
	£	£	£	£
[REDACTED]				

Grade	Rate £/Day
[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

To submit to NHS England (Midlands) contract lead at month end a costs schedule (Excel format) setting out the work delivered in the reporting period, along side time taken and costs incurred .

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. The invoice must quote the Purchase Order number

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

N/A

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

Performance against this SLA will be assessed via

- Completion of assessments of designs and specifications in accordance with the agreed relocation project timetable
- Provision of timely advice (within 7 working days) to NHSE to enable queries to be answered
- Provision of timely advice (within 7 working days) to NHSE to provide any necessary approvals

M. Variation to Specification

N/A

N. Other Specific Requirements

N/A

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: