

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]
	[REDACTED]
	[REDACTED]
Please return the final signed copy of this SLA to:	[REDACTED]

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 ☐

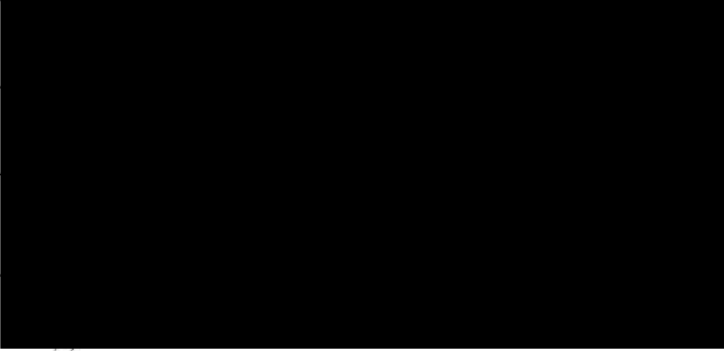
Term of the Service Level Agreement			
Effective Date:	01/08/2024	Expiry Date:	31/03/2025 <i>Option to extend an additional 12 months at client discretion and subject to performance.</i>

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	Lexica Health and Life Sciences Consultancy Limited		
Framework Reference	SBS10190		
Name of Supplier Authorised Signatory			
Job Title of Supplier Authorised Signatory			
Address of Supplier			
Signature of Authorised Signatory			
Date of Signature	22 July 2024		

Customer Details and Signature Panel

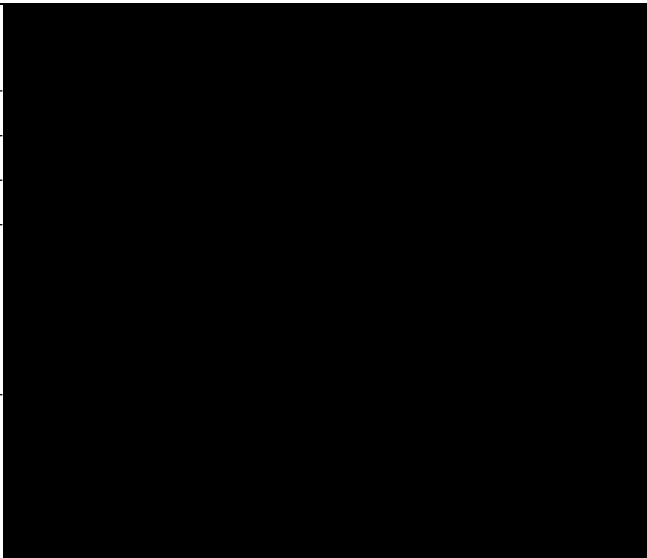
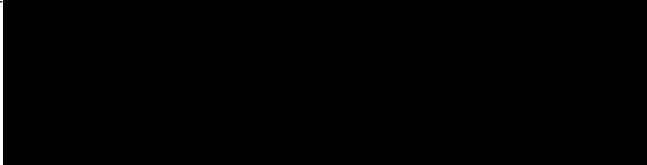
Name of Customer	Defra
Name of Customer Authorised Signatory	
Job Title	
Contact Details email	
Contact Details phone	
Address of Customer	
Signature of Customer Authorised Signatory	
Date of Signature	
	22/07/2024

Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Estimated Duration of Contract
5. Service Requirements:
 - A. Services Provided
 - B. Form of Call-Off Contract
 - C. Supplier Contact Information and Operating Hours
 - D. DBS Check
 - E. Pricing
 - F. Sub-Contracting
 - G. Management Information
 - H. Invoicing
 - I. Complaints/Escalation Procedure
 - J. Audit Process
 - K. Termination
 - L. KPIs and Other Requirements
 - M. Variation to Standard Specification
 - N. Other Specific Requirements
 - O. Supplementary Conditions of Contract

1. Agreement Overview

This SLA is made between **Lexica Health and Life Sciences Consultancy Limited** and Defra 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

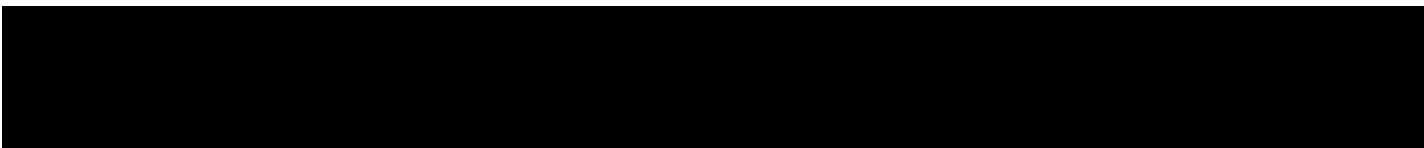
The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this SLA is to obtain mutual agreement for the provision of Construction Consultancy Services between 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:

A large black rectangular redaction box covering the area where the names of the primary contacts from the Supplier and Customer would be listed.

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 11: Ancillary services to provide the following Services:

The service will be delivered as a continuation of the 'Planning Function' service model created for Defra by Lexica since March 2023. The Estate Planning function will continue to provide the following coordinated elements of scope, with Meriem McKenzie leading in the role of Defra Head of Estate Planning (G6).

3.1 Estate planning and management

This portion of the service includes the provision of estate planning and management services to support the delivery of projects during the transition stages of the Weybridge Estate ahead of the delivery of the SCAH science hubs and associated infrastructure. This includes the continuation of the following activities:

1. Management and chairing of the Campus strategy Working Group (CSWG) - twice monthly
 2. Management and chairing of the Town & Country consenting processes working group, as a subgroup to CSWG – monthly.
 3. Weybridge plot allocation and management – as a support to the CSWG, with a quarterly update of four plot booklets including: a - Main site, b- Construction logistics, c- Coombelands ASU, d- Grange ASU
 4. Management of the Planning function commentary and queries log.
 5. Monthly attendance and update to the 'Delivery and Performance Board'.
 6. Monthly attendance and updates to the 'Science Facilities and Joint Management Board'.
 7. Input to Statement of Client's Need process – one monthly meeting and comments
 8. Input to the SCAH RIBA 3 and RIBA 4 reports reviewing and commenting process – one monthly meeting and comments
 9. Input to interface meetings with SCAH re construction management – one weekly meeting and comments
 10. Input to BIM workstream process – one monthly meeting and comments
- The scope currently excludes the management of construction activities and temporary site management activities at Weybridge noting the SCAH interface with DgP is being currently defined.

3.2 Strategic Planning: Weybridge Development Control Plan update

This portion of the service includes the update to the Weybridge Estate Development Control Plan V2.0, 2024- 2028 that will be delivered by the Lexica Planning Function to DgP in July 2024. The scope includes the delivery of the yearly update to the Weybridge Estate Development Control Plan and the production of the version V3.0 DCP for years 2025 to 2029. The report will include data gathered from CSWG stakeholders.

It is assumed that as per the previous DCP versions, the engineering input will be provided by DgP Engineering teams. It is also assumed that the DCP update includes for a basic update without significant change to the original Weybridge Campus Strategy 2023-2027.

The DCP Version 3 update will start in November 2024 and be delivered in February 2025.

Assurance will be

sought from the CSWG in monthly updates, and the final issue will be presented to SFJMB in March 2025.

3.3 Strategic Planning: Regional laboratories

This portion of the service includes the continuation of the Regional laboratories estate diagnostics to be delivered by Lexica Planning Function to DgP in July 2024. Regional Laboratories Include 12 sites, namely: Aston Down, Bury St Edmunds, Carmarthen, Lasswade, Penrith, Sand Hutton, Shrewsbury, Sutton Bonington, Starcross, Thirsk and Woodchester Park.

A key objective is to work collaboratively with relevant DgP Teams including Property Strategy and Asset Management to develop a strategy to support the Weybridge site during the transition to SCAH.

The scope includes the following activities:

- Review of existing data regarding condition surveys to assess validity of information to support facet 1

(conditions surveys for fabric and engineering systems)

- Development of a risk assessment based on 6-facet survey outputs

- Review of existing DgP strategies related to Regional Laboratories Property and asset management

- 'Where are we now?' report: existing condition baseline

- 'Where do we want to be?' report including an overlay of existing strategies

- Monthly update – assurance and governance to be confirmed by Defra.

For clarity, the scope does not include:

- The production of a Development Control Plan (DCP). It is assumed that the above activities will enable us to produce a Regional Laboratories DCP after March 2025.

- Site visits to the regional Laboratories.

3.4 Estate digitisation service

This portion of the service will support the estate digitisation workstream lead by the Minerva programme. This includes the creation and maintenance of a site wide Revit 3D model for the Weybridge campus, in line with policies and guidance provided by the DgP BIM Minerva team.

The estate digitisation service will include:

- Development Control Plan support – this includes the creation and maintenance of schematics for the yearly update to the Development Control Plans (DCP).

- Plot information support: this includes plot management activities, including plot verification, new plot generation and plot coordination; and the creation and maintenance of schemas for individual plots that support the Campus Strategy Working Group, as required.

- Weybridge site wide model: this includes the creation and development of a 3D Revit model of the Weybridge campus including the main site, Coombelands ASU, Grange ASU and Old/rectory and Appstree and surrounding fields.

For clarity, the scope does not include the management of the interface with the SCAH programme BIM workstream.

Scope is in the following document:

DEFRA Group Property - Planning function service July 2024 V0.4 (002)



DEFRA Group
Property - Planning fu

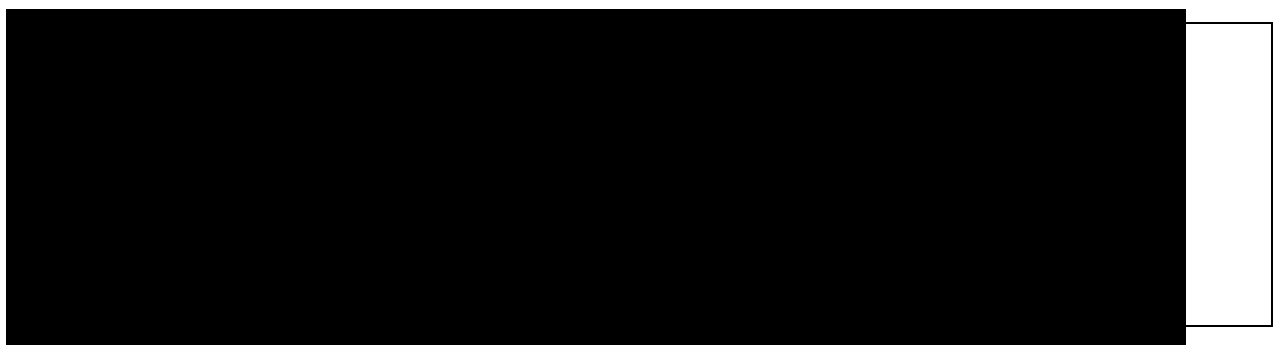
B. Form of Call-Off Contract

NHS Terms and Conditions and specific call off amendments included in this Service Level Agreement.



Call-off Terms and
Conditions v3.pdf

C. Supplier Contact Information and Operating Hours



D. DBS

CTC/SC clearance required for all staff working on these projects

E. Pricing

[REDACTED]

[REDACTED]

[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

Contract Management plan to be agreed post contract execution.

H. Invoicing

Defra will issue the supplier with a single purchase order number under this agreement.
Invoices submitted to detail the following;

- Purchase Order Number

- Unique Task ID number (Allocated by Defra Commercial at approval/award stage)
- Description of works undertaken in the agreed period

Invoices to be submitted monthly, with supporting timesheets and payment shall be made thirty (30) days from valid and agreed invoice.

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

DEFRA reserves the right to conduct an audit of the supplier to ensure compliance with the agreed terms and conditions.

K. Termination

Customer may terminate this agreement at will, giving no less than one calendar months notice.

L. KPIs and Other Requirements

Proposed KPI's : (to be agreed at first contract management meeting)

KPI	Service Area	KPI description	KPI Metric	Green Target	Amber Target	Red Target
1	Complete work on time and on budget	Keeping to agreed timelines and schedules and on budget	Complete tasks and services in line with agreed deadlines and milestones (subject to changes requested by the	95% attainment to agreed timelines and schedules during	90% attainment to agreed timelines and schedules during	85% attainment to agreed timelines and schedules during

			Customer) and in accordance with estimate budget	calendar month	calendar month	calendar month
2	Quality of the service	Quality of deliverables and service provided	Accuracy and quality of the service and resources provided	95% attainment to agreed quality and with no defects	90% attainment to agreed quality and with no defects	85% attainment to agreed quality and with no defects
3	Reporting Obligations	The supplier will provide Monthly reports showing as a minimum work in hand and status	Work reported and tracked to show progress and current status	98% of all work are reported and tracked during calendar month	95% of all work are reported and tracked during calendar month	90% of all work are reported and tracked during calendar month
<p>If the Supplier attains a 'Green' status, then no action shall be taken by the Customer. If the Supplier attains an 'Amber' or 'Red' status in any quarter, then the Customer reserves the right to request a rectification plan and, if not satisfied, the Customer may explore termination of the contract, in line with the terms and conditions. Specific KPIs and thresholds will be agreed in the first contract management meeting between both parties and tracked on a quarterly basis.</p>						

M. Variation to Specification

All services shall be in line with the proposal embedded in section A of this SLA

N. Other Specific Requirements

None

O. Supplementary Conditions of Contract

In the event of any conflict with any of the terms of the NHS SBS Construction Consultancy Services Framework Agreement and this Service Level Agreement, the terms contained within this Service Level Agreement shall prevail.

Amendments to the NHS SBS Construction Consultancy Services Framework Agreement are detailed below.