

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
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	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:	01/10/2025	Expiry Date:	31/08/2027

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	Lexica Health and Life Sciences Consultancy Limited
Framework Reference	SBS10190
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	Managing Director
Address of Supplier	India House, 45 Curlew Street, London SE1 2ND
Signature of Authorised Signatory	[REDACTED]
Date of Signature	[REDACTED]

Customer Details and Signature Panel

Name of Customer	Department for Environment, Food and Rural Affairs (Defra)
Name of Customer Authorised Signatory	Lara Dolamore

Job Title	Commercial Manager
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	2 Marsham Street Seacole Building, London, SW1P 4DF
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	[REDACTED]

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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 This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties.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:

Supplier Contact: Mark Halstead mark.halstead@etl.co.uk Tel 07725 353 176

Customer Contact: Thomas Sutton, Thomas.Sutton@defra.gov.uk

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 9 to provide the following Services:
The directly awarded contract shall maintain continuity of existing scope of service provision (updated to reflect current variation and known developments), including programme knowledge and SME resources as appropriate.

In line with the proposal by Lexica (Annex A and Annex B). Where proposal terms conflict with the SLA , the SLA terms shall be used.

The following names resource and role shall be continued into the new contract:

Existing Name	Function / Support areas
██████████	Assurance Lead and TQAP Sponsor Business Case Assurance; Strategic Advice
██████████	Project end stage assurance Project Assurance (LoD 2) Gateway / End Stage
██████████	Main site sponsor
██████████	Programme Reporting Project Reporting Challenge & Scrutiny; RAID Management support; External Assurance Support
██████████	Schedule management
██████████	Schedule management and support (maternity cover)
██████████	Risk management
██████████	Survey and access management Town & Country Planning Support; Survey Management; Masterplan Support

Roles that are likely to remain are.

- Assurance Lead and TQAP Sponsor,
- Project end stage assurance,
- Main site sponsor and,
- Programme reporting.

These roles are key resources, listed individuals cannot be removed from the programme without conformation from the Contract Manager

The Customer withholds the right to direct resource as appropriate, where the Customer wishes to cease or reduce resource, the Supplier shall provide a transition plan to aid this process.

The Supplier shall submit a forecast or resource required on a monthly basis to the Contract Manager.

The contract shall allow extension of the term by

- 12 months (1st April 2026 to 31st March 2027)
- 5 months (1st April 2027 to 31st August 2027)

The Authority shall notify the Supplier of intention to utilise these contract options with 15 working days of the expiry of the contract

B. Form of Call-Off Contract

NHS SBS Terms and conditions

C. Supplier Contact Information and Operating Hours

[REDACTED]
[REDACTED]

Office hours typically are 8:30am -5:30pm, Monday to Friday

D. DBS

The following documents shall form part of the SLA:-

- Signed Ethical Wall Agreement
- Signed NDA
- Signed Security Aspects Letter V4.0

All staff shall have undertaken BPSS checks by their respective employer prior to commencing work on the contract. Additionally, staff will be required to hold Counter Terrorism Clearance (CTC) Security Clearance (SC) at DEFRA's direction during the contracting period. The supplier will comply with all reasonable requests to obtain individual clearances for their employees.

E. Pricing

The contract value shall be capped as at below table (ex VAT), subject to any mutually agreed contract variations.

Contract duration shall be:

Initial term

1st October 2025 - 31st March 2026

Option 1

1st April 2026 – 31st March 2027 - 12 months

Option 2

1st April 2027 – 31st August 2027 - 5 months

FY 25/26	FY 26/27	FY 27/28	Total
Maximum	Maximum	Maximum	Maximum

Annual Inflationary Adjustment to Day Rates

The Parties agree that any annual adjustment to the day rates due to inflation shall be subject to 2.5% per annum. This adjustment, if applied, shall take effect from 1st April 2026 and on each subsequent 1st April during the term of the contract. Any increase beyond the agreed cap shall not be payable unless expressly approved in writing by the Buyer.

For the avoidance of doubt, the day rates shall be in accordance with Contractor's rates as detailed in below.

Existing Name	Function / Support areas	Day Rate 25/26	Day Rate 26/27	Day Rate 27/28
	Assurance Lead and TQAP Sponsor			
	Project end stage assurance			
	Main site sponsor			
	Programme reporting			
	Schedule management			
	Schedule management and support (maternity cover)			
	Risk management			

██████████ ██████████	Consultant	██████████	██████████	██████████
██████████ ██████████	Survey and access management	██████████	██████████	██████████

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

Invoices to be submitted monthly, with supporting timesheets. Payment shall be made within 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

To be discussed and agreed following contract execution.

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K. Termination

Customer may terminate this agreement at will, giving no less than one calendar months' notice.
There shall be an option for two possible extensions past the initial expiry date for a further 12 months and a further 5 months, as per pricing in section E and scope in section A

L. KPIs and Other Requirements

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.						
KPI	Service Area	KPI description	KPI Metric	Green Target	Amber Target	Red Target
1	Complete work on time	Keeping to agreed timelines and schedules	Complete tasks and services in line with agreed deadlines and milestones (subject to changes requested by the Customer)	95% attainment to agreed timelines and schedules during calendar month	90% attainment to agreed timelines and schedules during calendar month	85% attainment to agreed timelines and schedules during calendar month
2	Capacity	The Supplier has capacity within a consistent team of appointed personnel	Projects are not delayed or not undertaken by the Supplier due to lack	98% of all tasks orders are able to be fulfilled during calendar month	95% of all tasks orders are able to be fulfilled during calendar month	90% of all tasks orders are able to be fulfilled during calendar month

		to service the contract	of capacity			
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

M. Variation to Specification

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

N. Other Specific Requirements

A detailed Exit & Handover Management Plan shall be submitted to the Customer, no later than ninety (90) days following contract commencement. The Customer shall have ten (10) working days to review the plan and make comment. The Supplier shall action any requests with five (5) working days of notification and request final sign off from Customer.

The Exit & Handover Management Plan shall be reviewed monthly as part of the contract management obligations. Updates shall be agreed and actioned, as required.

The Supplier shall provide the Customer with a detailed Exit & Handover Management Plan, following a minimum of one month's notice, provided by the Customer.

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

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:

Clause 9 Price and Payment

Delete Clause 9.2-9.6 and insert:

The Contract Price for the fixed services set out within the Services Level Agreement shall not be subject to indexation, unless where the Authority has caused a delay to the provision of the Services by more than 1-year. The Schedule of Rates shall be adjusted annually by the Authority from the end of the financial year, indexation shall be fixed at a maximum of 2.5%.

15 Term and Termination

15.3 At the beginning of the Clause insert "Subject to Clause 5A of the Key Provisions. Insert new Clauses:

15.9 The Authority may terminate, this Contract wholly or in part, by issuing written notice to the Supplier should the Authority be unable to fund the delivery of the Services due to a lack of funding following the Authority annual spending review.

15.10 The Authority may terminate this Contract by issuing written notice to the Supplier for:

15.10.1 a failure by the Supplier to meet any of the KPIs for four consecutive months; and/or

15.10.2 a failure by the Supplier to meet any of the KPIs for a total of six months; and/or

15.10.3 4 or more KPI performance failures have occurred in any 6-month rolling period." This clause will be agreed between the Authority and Supplier when the KPI's are agreed.

16 Consequences of expiry or earlier termination of this Contract

Insert new Clause:

16.1A Where the Authority terminates this Contract under Clause 15.9 the Authority shall:

Notify the Supplier and agree the process of the Termination requirements.

Schedule 3 of these Call-off Terms and Conditions

Insert new Clauses:

5 Security Aspects Letter

5.1 The Supplier and all members of the Supplier's supply chain engaged to provide the Services agree to and acknowledge the terms of the Authority's Security Aspects

Letter (a copy of which is contained within the Schedule 7) and agree to sign a copy of the same prior to the Services Commencement Date in the Order Form.

5.2 Exchange of Information

The Supplier shall comply with the Authority's IMM Requirements to ensure a consistent and co-ordinated approach to maximise production efficiency and to ensure that all information and material referred to therein is structured correctly to enable efficient data sharing between the Parties.

Schedule 4- Definitions

1.1 Amend the following definitions:

"IMM Requirements" means the requirements within the Defra Weybridge IMM suite of documents as amended from time to time;"

"Schedule of Rates" means the priced Schedule of Rates for those roles detailed, forming part of the Contract".

"Security Aspects Letter" means the Security requirements set out for the Supplier to undertake and comply with, detailed within Schedule 7;"