

# 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>	Jessica Quansah – Joint Operational Lead Email: <a href="mailto:jessica.quansah@nhs.net">jessica.quansah@nhs.net</a> Mobile: 07938 740 526
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	General Enquiries Email: <a href="mailto:nsbs.ccs3@nhs.net">nsbs.ccs3@nhs.net</a>
<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:	01/10/2024	Expiry Date:	30/03/2025

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	Lexica Health and Life Sciences Consultancy Limited
Framework Reference	SBS10190
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	India House, 45 Curlew Street, London SE1 2ND
Signature of Authorised Signatory	[REDACTED]
Date of Signature	27th September 2024

### 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

<b>Contact Details email</b>	Lara.dolamore@defra.gov.uk
<b>Contact Details phone</b>	[REDACTED]
<b>Address of Customer</b>	2 Marsham Street Seacole Building, London, SW1P 4DF
<b>Signature of Customer Authorised Signatory</b>	[REDACTED]
<b>Date of Signature</b>	27/09/2024

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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@lexica.co.uk. Tel 07725 353 176

Alternative contact details: Liz.pattison@lexica.co.uk Tel 07826 317016

**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 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.

A further 6 months (post 31/03/2025) shall be an option to extend this resource and contract (until a maximum extension date of 30/09/2025). The Authority shall give sufficient notice to the supplier if this option is intended to be extended.

The Authority shall be able to direct resource throughout the life of the project. The Contractors shall work with the Authority to transition resource throughout the life of the contract as required.

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

Existing Name	Function / Support areas
[REDACTED]	Governance & Approvals incl Secretariat; RAID Management; Benefits Management; Change Management; Team Lead
[REDACTED]	Programme Reporting; Project Reporting Challenge & Scrutiny; RAID Management support; External Assurance Support
[REDACTED]	Governance & Approvals incl Secretariat; PEx Decision Pipeline & Forward Look; Business Case Pipeline Management
[REDACTED]	Project Assurance (LoD 2) Gateway / End Stage
[REDACTED]	Business Case Assurance; Strategic Advice
Existing Name	Function / Support areas
SME Reach back	Project Business Development (Lead and Support)
[REDACTED]	IMM Strategic Advisor

<div style="background-color: black; width: 100px; height: 40px; margin-bottom: 5px;"></div> <p>Town &amp; Country Planning Support; Survey Management; Masterplan Support</p>
<div style="background-color: black; width: 220px; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center;">  <div style="background-color: black; width: 125px; height: 25px; margin-bottom: 5px;"></div> </div> <div style="background-color: black; width: 700px; height: 35px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 255px; height: 35px;"></div>

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

NHS SBS Terms and conditions
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#### C. Supplier Contact Information and Operating Hours

<p>Supplier contact details:</p> <div style="background-color: black; width: 215px; height: 35px; margin-bottom: 20px;"></div> <p>Alternative contact details</p> <div style="background-color: black; width: 190px; height: 30px; margin-bottom: 20px;"></div> <p>Office hours typically are 8:30am -5:30pm, Monday to Friday</p>
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#### D. DBS

<p>The following documents shall form part of the SLA :-</p> <ul style="list-style-type: none"> <li>• Signed Ethical Wall Agreement</li> <li>• Signed NDA</li> <li>• Signed Security Aspects Letter</li> </ul>
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#### **E. Pricing**


The contract value shall be capped at £1,800,000 (ex VAT), subject to any mutually agreed contract variations.

#### **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.

The Supplier shall notify the Authority as soon as possible when they are aware that there is likely to sub-contracting

#### **G. Management Information**

Contract Management plan to be agreed post contract execution.

#### **H. Invoicing**

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

To be discussed and agreed following contract execution.

#### K. Termination

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

There shall be an option to extend past expiry date for a further 6 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	Complete tasks and services in line with	95% attainment to agreed timelines and schedules	90% attainment to agreed timelines and schedules	85% attainment to agreed timelines and schedules



		and schedules	agreed deadlines and milestones (subject to changes requested by the Customer)	during calendar month	during calendar month	during calendar month
2	Capacity	The Supplier has capacity within a consistent team of appointed personnel to service the contract	Projects are not delayed or not undertaken by the Supplier due to lack of capacity	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
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:

### **Parties' Obligations**

1.1.0. Lexica is the trading name of Lexica Health and Life Sciences Consultancy Limited, a Limited Company, registered in England and Wales with company number 08493283. Registered office: India House, 45 Curlew Street, London SE1 2ND.

1.1.1. Lexica shall exercise reasonable skill, care and diligence consistent with relevant industry standards in the performance of the scope of works contained in this Proposal (hereinafter referred to as "Services") and any programme agreed in relation thereto. In the event that the Client requests a variation to the Services, Lexica shall notify the Client as soon as is reasonably practicable of the impact of such variation on the cost and programme of the Services.

1.1.2. The Client shall ensure that others engaged by the Client on the Project shall promptly supply Lexica with all relevant data and information available to the Client and them, in relation to the Services. Lexica shall be entitled to rely and act on all such relevant information supplied to Lexica. The Client shall give such assistance, decisions and access as may be reasonably required by Lexica and in sufficient time to enable the performance of

the Services in accordance with any agreed programme.

1.1.3. The Client shall advise Lexica of the person within the Client's organisation to whom Lexica will report and such person shall be deemed to have full authority to issue instructions and otherwise to act on the Client's behalf for all purposes in connection with this proposal.

1.1.4. In the course of providing the Services Lexica may collect information, including personal data, from the Client and others acting on the Client's behalf and will return any original documents to the Client upon the Client's request or on completion of the Services. Unless otherwise agreed in writing prior to the commencement of the services, Lexica will retain any project specific information in either electronic or paper form on the Client's behalf for minimum of one year from the Target Delivery Date of the Services (the "retention period"). Whilst certain records and documents may legally belong to the Client, Lexica shall destroy correspondence and other papers records that Lexica stores after the retention period. The Client must advise Lexica if the Client requires longer retention of a particular document.

#### **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.

1.1.5. Unless otherwise agreed in writing, Lexica shall issue invoices to the Client for Services performed on completion of the Services. The invoices will specify the sum that Lexica considers will become due on the payment due date in respect of each invoiced amount and the basis on which that sum is calculated. For the purposes of this Project, the invoices are the payment notices and the sums due to Lexica shall be the sums set out in the invoices. The due date for payments shall be thirty (30) days from the date of issuance of the invoices.

1.1.6 The Client shall make payment within thirty (30) days of the date of the invoice into the Bank Account advised (or such other bank account as Lexica may nominate to the Client in writing from time to time). If the Client fails to pay any invoice submitted by Lexica within thirty (30) days of the date of such invoice, Lexica shall be entitled (without prejudice to any other right or remedy it may have) to charge Interest on any amount

outstanding, such Interest accruing daily from the date on which the invoice became due until the date of actual payment. This interest will accrue at UK government statutory rate of 8% plus the prevailing Bank of England base rate for each day the debt has exceeded the payment date or the highest rate allowed by the applicable law, whichever is the lower.

## **Additional Clauses**

### **Quality Assurance**

1.1.1 Lexica operates an Integrated Management System (IMS) which it has put in place to meet the requirements of ISO 9001:2015 (Quality Management), ISO14001:2015 (Environmental Management), and ISO 45001:2018 (Occupational Health and Safety). Our compliance with these internationally recognised standards is evidence of our commitment to enhance customers' satisfaction and provide assurance of conformity to all legal, statutory and other requirements through the framework of the IMS, which is underpinned by management commitment to improve Lexica's services and processes with a programme of continual improvement

## **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 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.

15.10.4 Either party may by written notice terminate the Project immediately if the other party has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or enters into liquidation (whether voluntary or compulsory) or if any proceedings are commenced relating to its insolvency or possible insolvency.

### **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.

### **17. Copyright**

17.1. Copyright in all drawings, designs, documents and materials of any nature prepared by Lexica for the Client (the “Intellectual Property”) under this Proposal shall be vested in the Client. The Client and its Affiliates

shall have a free and unlimited licence to use the Intellectual Property for the purpose of this Project, subject always to Lexica having received full payment of the Total Proposal Price for the Services in accordance with the scope of works. Lexica shall not be liable for the use of any Intellectual Property for any purpose other than that for which it was originally prepared by us.

17.2 . For the purpose of this Proposal, Affiliates means, with respect to the Client, any other entity directly or indirectly controlling, controlled by or under common control with the Client.

### **Schedule 3 of these Call-off Terms and Conditions**

**Schedule 3 Information and data provisions Confidentiality** replace 1-4.3 with

1.1.1 “Confidential Information” means any information in any form or medium (1) disclosed by the Client, its affiliates, and any of its agents, employees, directors or advisers (“the Disclosing Party”) to Lexica, including any of its employees, representatives, contractors, or agents (“the Receiving Party”) or to which the Receiving Party gains access as a result of Receiving Party’s access to, and occupancy of any of the Client’s premises or IT systems at any time concerning the business affairs, finances, technology, plans, strategy, products or services (or future products or services) of the Disclosing Party or any of its Affiliates or any other entity with which the disclosing party is in business negotiations or has contracted or to which the Client owes a duty of confidence and all copies of the same.

1.1.2. The Receiving Party undertakes:

1.1.3. to maintain as secret and confidential all Confidential Information of the Disclosing Party; 1.1.4. to use such Confidential Information only for the purposes of this Agreement and to enable it to carry out the Services; and

1.1.5. to disclose such Confidential Information only to those of its employees, contractors, and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

1.1.6. The provisions of Clauses 1.1.19 to 1.1.22 will not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

1.1.7. was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal;



1.1.8. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party;

1.1.9. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates, or sub-licensees.

1.1.10. is independently developed by the Receiving Party by individuals who have not had any direct or indirect access to the Disclosing Party's Confidential Information; or

1.1.11. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party will (i) inform the Disclosing Party as soon as is reasonably practicable, and (ii) at the Disclosing Party's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency, or authority's procedures.

1.1.12. The Receiving Party will procure that all of its employees, contractors and sub licensees pursuant to this Agreement (if any) who have access to any of the Disclosing Party's information to which Clauses 1.1.19 to 1.1.22 applies, will be made aware of and subject to these obligations and will be subject to undertakings of confidentiality at least as restrictive as Clauses 1.1.19 to 1.1.22 and which apply to the Disclosing Party's Confidential Information before being given access to the Disclosing Party's Confidential Information.

1.1.13. Upon any termination of this Agreement, the Receiving Party will return to the Disclosing Party any documents or other materials that contain the Disclosing Party's Confidential Information, including all copies made, and make no further use or disclosure thereof.

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 – annex 1, 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 Annex 1 to the Service Level Agreement;"





























