

Consult 18: Multidisciplinary Consultancy Services Service Level Agreement (SLA)

Framework details

Title: Consult 18: Multidisciplinary Consultancy Services
Reference: **SBS/17/SG/ZMC/9266**
Framework Duration: 3rd July 2018
Framework End Date: 2nd January 2023
NHS SBS Contacts: [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.

Period of the Service Level Agreement (SLA)	Effective Date	6 July 2022	Expiry Date	30 September 2022
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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.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	KPMG LLP
NHS SBS Supplier Reference #	SBS/17/SG/ZMC/9266/50
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	Director
Address of Supplier	15 Canada Square London E14 5GL
Signature of Authorised Signatory	[REDACTED]

Customer SLA Signature panel

The "Customer"	
Name of Customer	Health Education England
Name of Customer Authorised Signatory	[REDACTED]
Job Title	Director of Strategic Relationships
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	32 Russell Square London WC1B 5DN
Signature of Customer Authorised Signatory	[REDACTED]

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:



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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *KPMG LLP* and *Health Education England* for the provision of Multidisciplinary Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Consult 18: Multidisciplinary Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent C Consult 18: Multidisciplinary Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Multidisciplinary Consultancy Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Multidisciplinary Consultancy Services Supplier Contact: 

Multidisciplinary Consultancy Services Customer Contact: 

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

The scope of work includes working with the Customer and Other Beneficiary side-by-side to support and challenge the Customer and Other Beneficiary to design and shape the functions, services and workforce requirements NHS England's new Workforce Training and Education (WTE) function.

The work will focus on mobilising the programme to determine the future target operating model (TOM) for the new workforce training and education function in the merged entity, identifying any immediate requirements in capacity and capability to deliver on the objectives, vision and expectations of the function.

Once the mobilisation is complete, this will allow a broader programme of work to be agreed and ministerial approval sought to determine and design the future TOM.

Process to agree detailed tasking

Given the programme of work, the established Governance forums (the WTE Design Committee, WTE Design Project Working Group and the Chief WTE Design Decision Forum) as well as other ad hoc senior client representative (virtual) status meetings will be held between the Supplier and Customer management to:

- Review the current status of existing tasks
- Formally accept work performed to date with headlines and actions agreed circulated after meetings as a record
- Agree any new or changed tasking for the Supplier's team, consistent with the outline of responsibilities set out above
- Agree (in writing) any changes (additions or deletions) required to the outline of responsibilities set out above.

Supplier Team

Core members of our delivery team are set out below:

██████████ – Engagement Quality Lead

- ██████████ will be responsible for ensuring all our work is developed to the highest standard, and providing insight and expertise. He will challenge our findings and act as a sounding board.

██████████ – Engagement Lead day-to-day

In leading our work with you, Amanda will be involved in all senior stakeholder engagement and will be responsible for the overall day to day management of our work with you. ██████████ will ensure that the engagement remains on track, that the objectives/deliverables of each of the phases of work are fulfilled, quality assured, and in collaboration with yourselves, ensure the correct prioritisation of directorate functions.

██████████ – Delivery Lead

- ██████████ will be your day-to-day contact and will oversee the delivery of the agreed proposal. Working with ██████████ she will co-ordinate the core team and ensure the appropriate pace is achieved to fulfil objectives.

██████████ – Senior Team members available to support this work

- ██████████ will provide subject matter expertise in Target Operating Model Design and Workforce solutions / transformation. These senior team members will constructively challenge, provide expertise and ensure planning, progress and delivery of objectives is robust.

██████████ – Core Delivery Team Members - Service design

- These colleagues will be part of the core team using their expertise to work with SROs to deliver the change. They will be part of the stakeholder meetings, supporting the development of a vision, purpose statement, objectives and success measures for the new directorate, agreeing the baseline and collaboratively designing the future state, including roles and responsibilities.

Other Supplier team members will be drawn upon as necessary to support the work, agreed with the Customer in advance.

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Normal business hours will be deemed to be Mon-Fri 09:00-17:00

C. DBS

The Customer should detail the level of DBS check requirement

N/A

D. Price/Rates

The Supplier sets out below the rate card and related pricing assumptions. The Supplier will work on a time and materials basis, given the nature of this work and need for agility. When working on a time and materials basis the Supplier will agree all inputs with the Customer and provide weekly reports on costs incurred.

Rate card per day based on NHS SBS C18:



The rate card and fee range estimate is based on the following assumptions:

- The work is completed over a period of 3 weeks, commencing on 6 July 2022 and will be limited by the sum of £100,000 plus VAT.
- The team selected and the work required will be agreed with you on a periodic basis, flexing to meet your needs over the lifecycle of the programme and reflective of available internal resources and those of the wider organisational programme. We will only charge you for the hours that our team members work.
- Acknowledging normal holiday commitments over the summer period, all team members indicated in this proposal are available the duration and are excited to work with you on this important programme of work. However, our junior team members, may be subject to change based on the agreed start date and resourcing requirements.
- The majority of engagement is remote.
- Rates are based on an eight hour working day and a five day working week.
- The Customer and Other Beneficiary will provide the Supplier with relevant documents / information and the necessary support to access information as required, in a timely manner.
- If additional work arises due to delays in responses to these requests, or due to other circumstances beyond the Supplier's control, the Supplier will raise this with the Customer immediately and agree the implication for the Supplier's work and fees through a Variation.

Further changes to scope will be through Variations.

E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

The Customer consents to the use of resources from the Supplier's affiliated organisation KPMG Global Services (Private) Limited located in India.

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

The Supplier shall provide a weekly status report and breakdown of costs to the Customer.

G. Invoicing

Please detail any specific invoicing requirements here

The Supplier will invoice the Customer on a monthly basis.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier shall work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome, the issue shall be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of both parties.

I. Audit Process

Please detail any Customer audit requirements

Customer does not wish to conduct an onsite audit.

J. Termination

The standard procedure is detailed below

*Persistent breach of contract by the Supplier 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 shall be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.*

6. Other Requirements

Please list and agree the key requirements of the service

N/a

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Liability

Clause 12.2 to be replaced with:

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under clause 2.6 of Schedule 3 of these Call Off Terms and Conditions is limited to a sum equal to £10,000,000. Liability under all other Clauses of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

The Parties agree that TUPE shall not apply to this engagement.

A new clause shall be appended after Clause 12.3:

12.4 Subject to clause [12.5], to benefit from any indemnity in this Contract, the party receiving the benefit of the indemnity ('Indemnified Party') shall

(i) give the party providing the indemnity ('Indemnifying Party') prompt notice of the claim or allegation;

(ii) consult with the Indemnifying Party regarding the conduct of the claim, and shall make no admission and enter into no settlement relating to the claim without Indemnifying Party's prior written consent, which will not be unreasonably withheld or delayed; and

(iii) provide Indemnifying Party with such assistance as Indemnifying Party reasonably requests (at Indemnifying Party's cost);

[12.5] Where there is a claim for which the Parties agree in writing that the Supplier assumes liability and which falls within the relevant liability caps (or which the Parties agree is applicable to one of the uncapped liabilities), the Authority permits the Supplier to jointly control the defence and settlement thereof, subject always to both parties acting reasonably and ensuring compliance with the requirements and deadlines of the [Court] and/or any approvals requirements that apply to the Authority regarding conduct and settlement of litigation.

B. Other Specific Requirements

Please list any agreed other agreed requirements

Customer and other beneficiaries

The lead Authority is Health Education England.

NHS England is a Participating Authority (Other Beneficiary).

'Beneficiary' means Health Education England and the Other Beneficiary as defined above.

Health Education England signs this Agreement on behalf of itself and the Other Beneficiary. The limitations on liability set out in this Agreement apply in the aggregate and shall be apportioned by the Beneficiaries amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of any provision within this Agreement on the ground that no such apportionment has been so agreed or that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low.

Personal data

The Customer and the Participating Authority shall not send any Personal data to the Supplier. Access to Customer Personal Data will only be conducted via the Customer's and the Participating Authority's IT infrastructure.

The Customer shall ensure that the Customer and Other Beneficiary providing data on Customer's Teams or SharePoint sites are aware of the restriction regarding providing personal data to the Supplier and have taken measures to ensure no personal data is provided to the Supplier team when being accessed by the Supplier's IT infrastructure.

Deliverables

Deliverables will be Customer branded and contain no reference to the Supplier.

Data transfer

Encrypted e-mail is the primary data transfer mechanism between the Supplier and the Customer and Other Beneficiary. Alternatively, the Supplier may be provided access to the Customer's and Other Beneficiary's MS Teams or SharePoint sites, subject to the personal data controls outlined above.

Information

Customer confirms that it has, and the Other Beneficiary has, the necessary permissions and consents to share any information and material which any of them provide to the Supplier in connection with this Agreement. Customer warrants that Supplier's use of such information and material in accordance with this Agreement shall not infringe the rights of any third party.

Services to Assist

If outputs of the Services include advice, plans, drafting suggestions, analytics or modelling or other documented contributions towards documents, tools or systems to be issued by the Customer and the Other Beneficiary in the Customer's and the Other Beneficiary's name, these will belong to the Customer and the Other Beneficiary and the Customer and the Other Beneficiary alone will be responsible. The Supplier will not assert any rights in or over any such documents, models or tools prepared by the Customer and the Other Beneficiary.

When providing the Services, the Supplier will not perform any management functions, nor make any decisions for the Customer and the Other Beneficiary, and while the Supplier may provide the Customer and the Other Beneficiary with advice, responsibility for all related decisions and their consequences are the Customer's and the Other Beneficiary's responsibility. The Customer and the Other Beneficiary shall appoint someone of management-level with the skill, knowledge and experience necessary to be responsible for overseeing the Services provided, evaluating their adequacy, establishing and maintaining internal controls and monitoring ongoing activities.