

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

**Framework details**

Title: Consult 18: Multidisciplinary Consultancy Services  
Reference: **SBS/17/SG/ZMC/9266**  
Framework Duration: 3<sup>rd</sup> July 2018  
Framework End Date: 2<sup>nd</sup> July 2022, extended until 29<sup>th</sup> September 2023  
NHS SBS Contacts: [REDACTED], [nsbs.nhsbusinessservices@nhs.net](mailto:nsbs.nhsbusinessservices@nhs.net), [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	06/09/2023	Expiry Date	28/02/2026
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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	NHS England On Behalf Of Midlands And Lancashire Commissioning Support Unit ("the Service Provider")
NHS SBS Supplier Reference #	MLCSU
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	Director of People
Address of Supplier	Heron House, 120 Grove Road, Stoke on Trent, ST4 4LX
Signature of Authorised Signatory	[REDACTED]

Date of Signature	25/10/2023
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### Customer SLA Signature panel

The "Customer"	
Name of Customer	National Institute for Health and Care Excellence (NICE),
Name of Customer Authorised Signatory	[REDACTED]
Job Title	Chief People Officer
Contact Details email	[REDACTED]
Address of Customer	Primary address is: 10 Spring Gardens, London SW1A 2BU ("the Client"),
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	09 Nov 2023

The "Customer"	
Name of Customer	National Institute for Health and Care Excellence (NICE),
Name of Customer Authorised Signatory	[REDACTED]
Job Title	Procurement Manager
Contact Details email	[REDACTED]
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	[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.

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[nsbs.nhsbusinessservices@nhs.net](mailto:nsbs.nhsbusinessservices@nhs.net)

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## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Midlands and Lancashire Commissioning Support Services (MLCSU) and National Institute of Health and Care Excellence (NICE) 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-day 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:** [REDACTED]

**Multidisciplinary Consultancy Services Customer Contact:** [REDACTED]

#### **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 Services**

##### **I. HR BAU Recruitment**

End-to-end recruitment service to NICE which will transact and administer all recruitment related activities throughout the five core stages of recruitment:

1. Advertising
2. Selection (shortlisting and interviews)
3. Conditional offer
4. Pre-employment Checks
5. Final offer (including contract) and onboarding

The CSU will manage the day-to-day interactions with your current Trac system and ensure this is appropriately managed as part of the service.

In addition to the above you will have access to the services, support and expertise of our Talent Acquisition team to support with bespoke attractive campaigns and 'non- traditional' recruitment requirements.

## **II. Committee Recruitment**

End-to-end administrative support from the point of closing a vacancy for first 12 months. Move to advisory, system admin-based model after year 1 for an average of 10 hours per week.

1. Set up Trac Accounts
2. Move Vacancies to Shortlisting (Post- Longlisting)
3. Send out Shortlisting Regret Emails.
4. Send out Interview Invite Emails.
5. Send out Provisional Offer Letter.

The CSU will manage the day-to-day interactions with your current Trac system and ensure this is appropriately managed as part of the service and train colleagues internally as appropriate.

### **Service Delivery Model**

Our recruitment services are split into two distinct functions – talent acquisition and recruitment services.

Our recruitment service focusses on your operational and transactional recruitment needs, ensuring your recruitment programmes are proactively managed and that you are supported to recruit the best talent safely and quickly.

Our talent acquisition service provides services that complement your day-to-day recruitment including bespoke campaigns, flexible staffing solutions, temporary staffing support.

MLCSU will also support Committee Recruitment for NICE via continuously improving business process and overseeing Trac to ensure seamless and high-quality experience.

### **Key Services**

#### **Dedicated account manager and senior lead**

- Great relationships are critical – we'll provide you with named key contacts and a senior escalation point
- Regular contract meetings to discuss KPIs and quality

#### **Full end-to-end recruitment administration services**

- Helping you and your managers to get the best candidates through a streamlined process
- Managing the relationship between TRAC and NICE
- Ensuring processes are streamlined and efficient

#### **Supporting your temporary and flexible workforce**

- We'll support you with engaging Off Payroll Workers and managing your temporary workforce requirements.

### **Bespoke recruitment and attraction campaigns**

- We'll create engaging media content and attraction campaigns to help you reach those hard-to-find and 'inactive' candidates

### **Technology driven processes**

- We use automation and systems to ensure you and your managers focus their energy where is most important

### **Aligned processes and systems**

- We'll align our processes and systems to you, ensuring these align to governance requirements

### **Candidate Search**

- We'll help you find candidates for those hard to fill roles through out team of talent acquisition experts
- Supporting you with your bespoke and specialised resourcing needs

### **Experience, benchmarking and learning**

- We'll share learning and best practice from our other partners to help you enhance your campaigns and attract the right talent.
- We will keep you informed and updated with any current employment law as it pertains to your recruitment and selection processes.

Some key services are not applicable to Committee Recruitment process.

## Service Specification

Stage	High level activity summary	Documents included
<b>Authorisation</b>	The recruitment team will check over your vacancy and make sure any vacancy approval/authorisation is in place. Your vacancy will then be posted on NHS Jobs and Health Jobs UK websites, within ■ working days.	
<b>Selection</b>	All vacancies close at midnight. The following day our team will transfer the applications from NHS Jobs into Trac and notify the hiring manager (via email) that the application forms are ready for shortlisting. Once applications are shortlisted and interview details provided, the team will invite the shortlisted candidates to attend interviews and send regret emails to those not successful. The Trac system will send reminders to candidates to book their interview appointment regularly up until the day prior to the interviews.	<ul style="list-style-type: none"> <li>• All interview correspondence / invitations</li> </ul>
<b>Offers</b>	Once the system has been updated with the outcomes from the interviews, the team will send a conditional offer letter (via email) to the successful candidate and initiate pre-employment checks. The team will regularly check on the progress of the pre-employment checks. Chasing candidates and hiring managers for any missing documentation and checking in the status of occupational health and DBS checks. The system automatically chases referees until they have completed the references.	<ul style="list-style-type: none"> <li>• Conditional offer of employment</li> <li>• All correspondence in relation to pre employment checks</li> </ul>
<b>Pre employment checks</b>	Once all pre-employment checks are complete and satisfactory, we will send an unconditional offer letter to the candidate and inform the hiring manager that a start date can now be discussed. We can then provide all necessary details to your payroll team/provider to ensure the new starter is set up on your payroll system.	<ul style="list-style-type: none"> <li>• Unconditional offer of employment</li> </ul>



<b>Onboarding</b>	Once start details have been provided to the team, we will then produce the contract of employment. This is sent directly to the candidate and the manager copied in. The candidate returns a copy of their signed contract to us. We will then produce their personnel file and close their recruitment file within the Trac system.	<ul style="list-style-type: none"> <li>• Contract</li> <li>• Complete HR File</li> </ul>
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## Committee Recruitment

Stage	High level activity summary	
<b>Selection</b>	MLCSU will advertise professional and chair vacancies on NHS jobs. All vacancies close at midnight. The following working day MLCSU will notify NICE (via email) that the application forms are ready for longlisting/shortlisting. Once applications are longlisted/shortlisted and interview details inputted by NICE staff, the MLCSU will invite the shortlisted candidates to attend interviews and send regret emails to those not successful. The Trac system will send reminders to candidates to book their interview appointment regularly up until the day prior to the interviews. The interview pack will be sent to the panel by NICE staff, who will also links to online interviews to applicants.	
<b>Offers</b>	Once the system has been updated with the outcomes from the interviews by NICE staff, MLCSU will initiate the reference checks. The MLCSU will regularly check on the progress of the checks. Chasing candidates for any missing information. The system automatically chases referees until they have completed the references.	
<b>Reference checks</b>	Once this check is complete and satisfactory MLCSU will notify the recruitment lead.	
<b>Onboarding</b>	MLCSU will produce a recruitment file if required for a personnel file and close their recruitment file within the Trac system.	
<b>Reporting</b>	MLCSU account lead to provide data reports upon request from NICE account lead. This may include equal Opportunities, volume, progress, time to hire reporting and total number of applications received against individual roles.	





[REDACTED]

## **Tech support**

Specific tech support arrangements for Trac are available on the Civica G-Cloud contract.  
For general queries NICE employees and applicants should contact the MLCSU recruitment team in the first instance.

## **B. Business Hours**

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

01782 977893    Mlcsu.recruitment@nhs.net

## **C. DBS**

The Customer should detail the level of DBS check requirement

N/A – customer is not required to undertake DBS checks

## **D. Price/Rates Cost and Liabilities**

The agreed pricing is:

The service costs have been calculated based on an organisational headcount of 644 and average turnover at 9.7% and assume that there are no TUPE liabilities in respect of staff transferring from NICE to MLCSU.

Year 1 - 06/09/23 - 31/8/24 £ [REDACTED]

comprising of: BAU

Advertising £ [REDACTED]

Selection to conditional offer - £ [REDACTED]

Pre-employment - £ [REDACTED]

Final offer - £ [REDACTED]

Day-to-day support and advice - £ [REDACTED]

Strategic advice and development support - £ [REDACTED]

TOTAL £ [REDACTED]

Committee

Advertising - £ [REDACTED]

Selection to conditional offer - £ [REDACTED]

Pre-employment - £ [REDACTED]

Day-to-day support and advice - £ [REDACTED]

Advisory service for committee recruitment - £ [REDACTED]

TOTAL £ [REDACTED]

Remaining Period 18 months 1/9/24 - 28/2/26 £ [REDACTED]

comprising of:

## BAU

Advertising - £ [REDACTED]  
Selection to conditional offer - £ [REDACTED]  
Pre-employment - £ [REDACTED]  
Final offer - £ [REDACTED]  
Day-to-day support and advice - £ [REDACTED]  
Strategic advice and development support - £ [REDACTED]

TOTAL £ [REDACTED]

## Committee

Strategic advice and development support - £ [REDACTED]

Total £ [REDACTED]

Total for contract period 30 months 1/9/23 - 28/2/2026 (excluding VAT) £144,874

The cost is exclusive of the Trac system which will be paid directly by NICE. The costs exclude all additional cost for external advertising/marketing on key platforms (e.g. LinkedIn, Indeed, etc.) and the cost of any external advertisements (e.g. HSJ, BMA, Guardian, etc.) which will be met by NICE

## 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.

No subcontractors will be used

## 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.

### KPI & Reporting Meeting

Monthly KPI's that will be reported on by MLCSU:

	Key Performance Indicator (KPI)	Frequency of reporting
1	Advert published within [REDACTED] working days, of receipt of all information	[REDACTED]
2	Conditional offer issued within [REDACTED] working days, of receipt of all offer details	[REDACTED]
3	Contract issued no later than the [REDACTED] working day	[REDACTED]
4	reissue amendments to documents where errors have occurred within [REDACTED] hours	[REDACTED]

## Committee Recruitment

	Key performance Indication (KPI)	Frequency of reporting
1	Setting up new Trac Accounts (within [REDACTED] Hours).	[REDACTED]





as applicable and paid by the Client following delivery of a valid VAT invoice.

The Client shall pay the Service Prices to the Service Provider within 30 days of receipt of an undisputed invoice delivered under the provisions of Clause 6.1 in sterling in cleared funds to such bank as the Service Provider may from time to time nominate.

Invoice must be sent to:



Or

The Contractor can register with [redacted] to send invoices electronically and have access to [redacted] updates of the progress of invoices.

## **H. Complaints/Escalation Procedure**

The standard procedure is detailed below

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.

If any Dispute arises out of or in connection with this Agreement, either Party may give notice to the other Party in writing ("Dispute Notice") that a Dispute has arisen. The Parties shall first attempt to settle the Dispute, in good faith, through negotiation between the Key Account Manager and the Client's Performance Representative.

If the Dispute cannot be resolved by the Key Account Manager and the Client's Performance Representative within five Business Days of the issue of the Dispute Notice, each party shall refer the Dispute to the Client's Management Representative and the Service Provider's Management Representative for resolution.

If the Client's Management Representative and the Service Provider's Management Representative are unable, or fail, to resolve the Dispute within 15 Business Days of the date of issue of the Dispute Notice, the Parties shall resolve the Dispute by mediation.

The following provisions shall apply to any such reference to mediation:

- the mediator shall be an agreed joint appointment and the Service Provider will be represented by a Board Director;
- both Parties shall, immediately on such referral, co-operate fully, promptly and in good faith with the agreed mediator and shall do all such acts and sign all such documents as the agreed mediator may reasonably require to give effect to such mediation;
- such mediation shall be conducted in accordance with good mediation practice, shall commence by either Party serving on the other written notice setting out, in summary form, the issues in dispute and shall take place within ten Business Days of such notice being served.

If the Parties fail to reach agreement within 10 Business Days of the mediation commencing, then any Dispute will be referred to arbitration pursuant to the procedures set out below:

Following the Dispute being referred to arbitration, such arbitration shall:

- be conducted by an independent arbitrator;
- take place within ten Business Days of such arbitration commencing; and

- be binding on the Parties.
- The costs of any mediation or arbitration under these provisions shall be shared equally by the Parties.
- Neither party shall be prevented from, or delayed in, terminating this Agreement

## **I. Audit Process**

Please detail any Customer audit requirements

The Parties shall comply with the Data Protection Act 2018 ("2018 Act") and must ensure that all personal data (as defined in the 2018 Act) processed by its staff on behalf of and/or in the course of this Agreement is processed in accordance with the provisions and principles of the 2018 Act. Each Party will allow the other Party to audit compliance with the requirements of this Clause with reasonable notice and/or to provide the other Party with evidence of its compliance with the obligations set out in this Clause. In addition, NICE internal auditors shall have access to this data regularly and as required in order for NICE to comply with its external NHS obligations.

## **J. Termination**

The standard procedure is detailed below:

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 suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.

Subject to the provisions for extension, this Agreement will expire on the earlier of:

- the Expiry Date; or
- the date on which the Service Provider becomes independent of NHS England.

The Client may terminate this Agreement at any time and without liability to the Service Provider by service of not less than 6 months' written notice of expiry of the contract dated.

Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:

- any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 days of the due date for payment;
- the other Party commits any other material breach of any of the provisions of this Agreement and, if the material breach is capable of remedy, fails to remedy it within 30 days after being given written notice, giving full particulars of the material breach and requiring it to be remedied;
- the other Party commits a series of breaches of the provisions of this Agreement which, taken together, amount to a material breach which is incapable of remedy or which, in the case of a series of breaches capable of remedy, are not entirely remedied within 30 days after being given written notice, giving full particulars of the breaches and requiring them to be remedied.
- an encumbrancer takes possession of any of the property or assets of that other Party;
- the other Party makes any voluntary arrangement with its creditors;
- anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- the other Party ceases, or threatens to cease, to carry on business;
- a Change in Control of the other Party occurs;



- any Force Majeure Event preventing the other Party from performing its obligations under this Agreement for a continuous period of thirty days, provided that, where relevant, the agreement may only be terminated in respect of the Service(s) affected by the Force Majeure Event;
- NHS England fails to authorise a Party to conduct activity in connection with this Agreement or otherwise withdraws its authorisation at any time during the Term.
- The Client shall have the right to terminate this Agreement with immediate effect, either in its entirety or in respect of the relevant Service(s), by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Service(s) in compliance with the Service Levels and further fails to comply with the Service(s) Improvement provisions as set out, provided that the Client has complied with said provisions.

The Client shall be entitled to terminate this Agreement, either in its entirety or in respect of one or more Service(s):

- with immediate effect, if NHS England exercises its right to substitute the Service Provider;
- with immediate effect, if NHS England instructs the Client to conduct a competition for some or all of the Services set out in Schedule 1; or by giving no less than three months' notice in writing to the Service Provider, providing that such notice shall be given on a date at least 6 months after the Commencement Date.

The Service Provider shall be entitled to terminate this Agreement immediately:

- in respect of a Service(s) subject to a Service Suspension Notice which is not withdrawn by the Client within 4 weeks of its issue by the Client; or
- either in its entirety or in respect of one or more Service(s), by giving no less than three months' notice in writing to the Client, provided that such notice shall be given on a date at least 6 months after the Commencement Date.

The right to terminate this Agreement given by this Clause 18 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 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

N/A

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**B. Other Specific Requirements**

Please list any agreed other agreed requirements

N/A
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