



Crown Commercial Service

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	316926137266766
Call-Off Contract reference	Hunter Healthcare Programme Director Services
Call-Off Contract title	Hunter Healthcare Programme Director Services
Call-Off Contract description	Hunter Healthcare Programme Director Services for SABP
Start date	21 October 2023

Expiry date	31 March 2024
Call-Off Contract value	Total Contract value £92,575.00+ VAT if applicable Work Stage 1- October - £5,635.00 Work Stage 2 - November - £17,710.00 Work Stage 3 - December - £16,905.00 Work Stage 4 - January - £18,515.00 Work Stage 5 - February - £16,905.00 Work Stage 6 - March - £16,905.00
Charging method	Please refer to the Work Packages table below for details
Purchase order number	PO Number Required

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).
Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Surrey & Borders Partnership NHS Foundation Trust, Mole Business Park, 18, Randalls Rd, Leatherhead KT22 7AD
To the Supplier	Hunter Healthcare Resourcing Limited Supplier's address: Berkshire House Floor 2, 168-173 High Holborn, London, England, WC1V 7AA Company number: 07600695
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Director of Finance

Name: Gavin Newby

Email: gavin.newby@sabp.nhs.uk

For the Supplier:

Title: Relationship Manager

Name: Mandy Honig

Email: mhonig@hunter-healthcare.com

Phone: 07395 790 878

Call-Off Contract term

Start date	This Call-Off Contract Starts on 21 October 2023 and is valid until 31 March 2023
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least [30] days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of [30] days from the date of written notice for Ending without cause (as per clause 18.1).</p> <p>If for any reason any of the subcontractor terminate its contract with the Supplier, or any subcontractor ceases to trade or becomes insolvent for any reason, or any subcontractor causes the Supplier to Default on its obligations and/or fails to comply with a Rectification Plan, then the Supplier will make its best endeavours to substitute that subcontractor. However, if no appropriate resource is available, both parties agree that the relevant subcontractor's Work Package can be cancelled or delayed until a suitable alternative can be found.</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 4 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: <ul style="list-style-type: none"> • Programme Director
Additional Services	The Services will be delivered to Surrey and Borders Partnership NHS Foundation Trust
Work Packages:	<p>Please find below details of the Work Packages for the Programme Director.</p> <p>Work Package progress updates, sign off and variations will be managed through monthly account management meetings.</p> <p>The Buyer hereby agrees that each Key Subcontractor will be paid on a day rate, approved against a service report, and will be contributing to towards the delivery of the milestones.</p> <p>As noted above, sign off is expected to be part of a monthly management process so that progress can be monitored. The Buyer hereby agrees that any and all Charges relating to Work Packages, and/or percentage of Work Package, that have been signed off (and therefore deemed to be complete and adhering to the Buyer’s expectations) are non-refundable under any circumstance.</p> <p>Any delayed Work Package will be resolved by renegotiation and both Parties agree to act in good faith and in line with accepted good industry practice to resolve any issues arising.</p>
Work Stages for Programme Director	<p>Total Contract value £92,575.00+ VAT if applicable</p> <p>Work Stage 1- October - £5,635.00</p> <p>Work Stage 2 - November - £17,710.00</p> <p>Work Stage 3 - December - £16,905.00</p> <p>Work Stage 4 - January - £18,515.00</p> <p>Work Stage 5 - February - £16,905.00</p> <p>Work Stage 6 - March - £16,905.00</p>
Dependencies:	There are dependencies for the Supplier on internal Buyer teams, processes, technology and project dependencies. These will be managed through the monthly project management meetings.

Location	The Services will be delivered to Mole Business Park, 18, Randalls Rd, Leatherhead KT22 7AD
Quality Standards	The quality standards required for this Call-Off Contract are services to be delivered in conformance with generally accepted good industry practice.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are services to be delivered in conformance with generally accepted good industry practice.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are Included with Service provision.
Onboarding	The onboarding plan for this Call-Off Contract is Included with Service provision.

Offboarding	The offboarding plan for this Call-Off Contract is Handover of documentation and review of deliverables
Collaboration agreement	[This Call-Off Contract is conditional on the Supplier providing a collaboration agreement to the Buyer before the Start date.]
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £92,575.00</p> <p>The total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £92,575.00 or the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The total liability of the Supplier for all other Defaults will not exceed the greater of £92,575.00 or the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible for all required system access throughout the course of the agreement to allow all deployed resources to perform duties as bound by this proposal.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes provide all required system access throughout the course of the agreement to allow all deployed resources to perform duties as bound by this proposal.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none"> Programme Director <p>The Supplier reserves the right to substitute any and all subcontractors as required to deliver the Services. The Supplier will endeavour to provide reasonable notice to the Buyer of any planned substitution.</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	<p>The payment method for this Call-Off Contract is BACS</p>
Payment profile	<p>The Buyer will pay the Supplier based on a valid invoice within 14 days of the invoice date.</p>

Invoice details	The Supplier will invoice the Buyer for all the Services in this Call-Off contract at the commencement of the Call-Off Contract
Who and where to send invoices to	sbs.apinvoicing@nhs.net SURREY AND BORDERS PARTNERSHIP NHS TRUST (RXX) RXX Payables 6595 SABP PO Box 312 LEEDS LS11 1HP
Invoice information required	All invoices must include PO number reference
Invoice frequency	Invoice will be sent upon signature of the Call-Off Contract
Call-Off Contract value	The total value of this Call-Off Contract is £92,575.00+VAT
Call-Off Contract charges	Total Contract value £92,575.00+ VAT if applicable Work Stage 1- October - £5,635.00 Work Stage 2 - November - £17,710.00 Work Stage 3 - December - £16,905.00 Work Stage 4 - January - £18,515.00 Work Stage 5 - February - £16,905.00 Work Stage 6 - March - £16,905.00

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: <ul style="list-style-type: none"> • Programme Director Deliverables – same as above.
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Guarantee	[This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.]
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that. n/a
Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the Supplier will n/a
Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply: n/a
Buyer specific amendments to/refinements of the Call-Off Contract terms	Within the scope of the Call-Off Contract, the Supplier will n/a
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: [Delete as appropriate] Annex 1, Annex 2
Intellectual Property	[Note any Project Specific IPR that may arise and require assignment and otherwise note any other required amendments to standard IPR provisions]
Social Value	[Note social value requirements here]

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13 .

Signed	Supplier	Buyer
Name	Mandy Honig	Gavin Newby
Title	Relationship Manager	Director of Finance
Signature		
Date	01/09/2023	

2.2 The Buyer provided an Order Form for Services to the Supplier.