



12<sup>th</sup> September 2022

Chris Parsons  
Hill Dickinson LLP  
No.1 St. Paul's Square  
Liverpool  
L3 9SJ

**Request for Proposal: Provision of Legal Support for Commercial and Public Procurement Law for NHS Arden and GEM CSU**  
**Reference number: AGEMCSU/TRANS/22/1296**

**Client Access Code: [-]**

Dear Chris,

**Contract for the provision of Legal Support for Commercial and Public Procurement Law by Hill Dickinson LLP, No.1 St. Paul's Square, Liverpool, L3 9SJ as Supplier to NHS Arden and Greater East Midlands Commissioning Support Unit, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT as Client pursuant to the Legal Services Framework Agreement, Reference 4824-3068, dated 1 February 2019 to 31 January 2023, between Surrey & Borders Partnership NHS Foundation Trust, on behalf of NHS Commercial Solutions, as the Authority and the Supplier**

- 1 We refer to the above Legal Services Framework Agreement (the "Framework Agreement"). For the purposes of this Order Form:
  - i. capitalised terms and expressions used in this Order Form have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Order Form (Appendix 3) unless the context otherwise requires.
  - ii. references to Appendices are references to the appendices to this Order Form; and
  - iii. the Appendices shall form part of this Order Form.
- 2 This Order Form constitutes an Order for the provision by you to us of the Contract Services specified in Appendix 1 on the basis of the rates set out in Appendix 2 in accordance with the Call-Off Terms.
- 3 The partner at the Supplier with overall responsibility for the supply of the Contract Services is Robert McGough. Fee earners assigned to the supply of the Contract Services are listed in Appendix 1.

- 4 The Client's Authorised Officer for the purpose of the Contract is Doug Hershaw and any disputes in relation to the Contract shall be escalated as follows Gavin Bennett, Procurement Director, [REDACTED]
- 5 Payments to the Supplier in respect of the Contract Services shall be made to the following bank account of the Supplier:



- 6 For the purposes of the Contract, the address of each Party is:

<b>For the Client</b>	
For the attention of:	Doug Hershaw (Associate Director of Procurement)
Name and address of Client for service of notices	NHS Arden and Greater East Midlands Commissioning Support Unit Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT
Telephone:	[REDACTED]
Email:	[REDACTED]
Fax:	

<b>For the Supplier</b>	
For the attention of:	Robert McGough
Name and address of firm(s) constituting the Supplier for service of notices	Hill Dickinson LLP No.1 St. Paul's Square, Liverpool, L3 9SJ
Telephone:	0113 487 7972
Email:	Robert.mcgough@hilldickinson.com
Fax:	

Please would you sign and return the attached duplicate of this Order Form with the acknowledgement signed by a partner of your firm.

You should be aware that by signing and returning this Order Form you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully



**For and on behalf of NHS Arden and Greater East Midlands Commissioning Support Unit**

[Duplicate copy to have the following signature block added:]

I hereby confirm receipt of the above Order Form and the agreement of Hill Dickinson LLP to provide to NHS Arden and Greater East Midlands Commissioning Support Unit the Services as specified in the Order Form in accordance with its terms.

Signed		Name	Robert McGough
Date	13 September 2022	Status	Partner

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**Appendix 1**  
**Contract Services**

**Services**

**Statement of Requirements**

**Background Information:**

NHS Arden & Gem CSU invite competitive offers under the NHS Commercial Solutions Legal Services framework – Commercial & Corporate Law for the provision of Legal services which include but are not limited to the giving of advice, the drafting of agreements or instruments and the conduct of proceedings with any proprietary or preliminary work relating thereto, concerning any interest of the Authority arising out of or connected with the areas of law identified below.

**Specific requirements.**

NHS Arden & GEM CSU will seek advice as and when required throughout the life of this agreement, however the CSU requires the following specific advice and support:

Commercial and Public Procurement Law - The CSU requires support and advice in relation to the following areas.

Produce template:

- Non-Disclosure agreement with provision to be amended for specific projects
- MOU/Teaming Agreement with provision to amend based on the project or circumstances

Additionally, we have a requirement for the following support as and when required

- Procurement advice and support based on individual requirements/specification
- Contracting and bid development support

The provision of services is to include the following:

- Up to 30 minutes free telephone / video-conferencing (such as via MS Teams) support and advice
- A minimum of 2 legal training and support sessions to be held within the CSU, relating to specific CSU requirements which will be agreed between both the CSU and the appointed provider per annum.

**Operational hours**

The Authority requires legal support and advice as and when required during the hours 8.30am – 5.00pm

In addition, should the CSU require urgent legal advice a Partner must available, outside of those hours covering 24 hours per day for a five-day working week.

In relation to the Provision of Legal Support the provider must:

- a. ensure that only nominated Authority staff authorise work to be undertaken
- b. agree timescales for the completion of all enquiries at the time they are referred by the Authority;

- c. agree the appropriate risk rating with the Authority and therefore, the appropriate banding of the Supplier(s) personnel required;
- d. will provide, or have provided, an estimated price quotation (including an estimation of timescales and charges for all contentious work excluding clinical negligence);
- e. immediately notify the Authority originator in the event of any proposed deviation from the agreed timescales and/or costs, or the requirement to alter the risk rating; and
- f. always provide safe storage of the Authority's legal documents.

### **Staffing Arrangements**

Prior to contract start, the Supplier will confirm the identity of the individual solicitors and associated partners who will handle the CSU's account.

The Supplier must appoint the most appropriate personnel to ensure an efficient and effective service delivering value for money for the CSU

Nominated solicitors and identified personnel will be available to the CSU both by telephone / video-conferencing (such as MS Teams) and email and should be in a position to discuss with the relevant officer of the CSU all matters concerning any issues referred to the Supplier(s).

Work which has been assigned to a specific individual remains the responsibility of the Supplier. The Supplier will ensure that where work is delegated, adequate supervision is provided.

In the event of any unavoidable absence, to ensure continuity of service, the Supplier(s) will ensure that adequate cover is provided and that the appropriate manager/partner is made aware of all work in progress and should remain familiar at all times with each case.

Should any individual identified and referred to in clause 4.2.1 become unavailable for any reason, the Supplier will provide cover of equivalent expertise or higher at no additional charge.

If a case is re-assigned to another employee of the Supplier, there will be no additional charge for reading or handover. In the event that the risk rating has changed this will be subject to review between the CSU and the Supplier.

If a junior employee is leading the work, the Supplier will ensure suitable supervision from a Senior Solicitor/Partner. The CSU will not incur any added costs for this supervision and work shall be invoiced at junior rate as stated in contract

### **Communication Protocols**

All written communication/correspondence to the CSU should be in accordance with the following guidelines:

It will remain the responsibility of the Supplier(s) to ensure receipt by "tracking safe delivery" to the recipient(s).

Specific reasons prohibiting the use/exceptions to the above should be identified in advance and advised to the CSU(s).

Use plain and jargon-free language.

Be succinct, avoid repetition and vague generalisations.

Provide clear recommendations/advice.

Avoid writing/communicating on the same case over a period of days if it can be predicted that by waiting for the same period, the matter could be covered/updated once.

Avoid duplication of advice within the same CSU.

Acknowledgement of emails is non-chargeable.

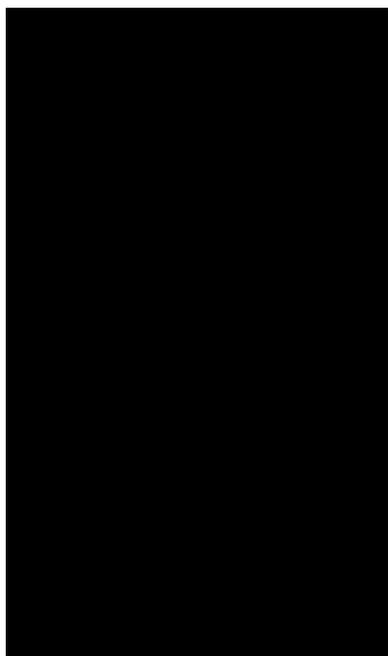
In the event that the named personnel are not available then the Supplier shall ensure that all email and telephone calls are received/re-routed via another member of staff and distributed appropriately to the equivalent member of staff or deputy.

The contract will be for an initial period from September 2022 for a period of 3 years with a further option to extend for 1 year.

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**Key Performance Indicators**

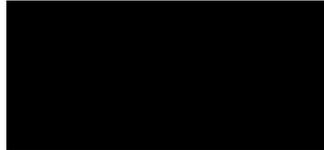
<b>Service Deliverable</b>	<b>Requirement</b>	<b>Response Timescale</b>
Requests for Services and/or related information	Initial response to urgent Service requests and/or instructions	Same working day (or next working day if received after 4pm)
	Initial response to telephone calls and/or e-mails	Substantive reply within one working day.
	Initial response to routine letters (usually sent via email)	Substantive reply within two working days via email, if required by post a substantive reply should be posted by 5pm on the second working day after receipt and sent via first class mail
	Initial response to significant and/or complex matters	Substantive reply within five working days
	Final response to significant and/or complex matters	As agreed with the Client.
Requests for Advice and/or related information on urgent instructions	Deliver considered report	Within no more than 5 working days.
Requests for Advice and/or related information on non-urgent instructions	Deliver considered report or where possible and requested by the Client a preliminary report.	within no more than 10 working days
General: Administration Requests for Advice and/or related information	Submit Invoices to each of the Client's cost centres monthly in arrears	such invoices to be submitted no later than 10 working days following the end of the preceding calendar month.
	Monthly Progress Reports to be submitted to the Client's Representative, each of the Client's cost centres as well as the RAMs (and others)	no later than 10 working days following the end of the preceding calendar month.
References to public law/high profile matters/matters of broader significance	Inform Client immediately.	As agreed with the Client.
Litigation	Inform Client immediately.	Compliance with all court deadlines and other relevant procedures.



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**Appendix 2**  
**Contract Charges**

Please see below financial response (Attachment-4) from Hill Dickinson LLP



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