

Template sub-contract for the provision of clinical services for use with the NHS Standard Contract 2022/23 (Shorter Form)

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(please do not send sub-contracts to this email address)

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This template sub-contract should be read in conjunction with the guidance on the NHS standard sub-contract for the provision of clinical services 2022/23 (full length and shorter form versions), which is available on the [NHS Standard Contract 2022/23 web page](#).

Guidance: This template sub-contract is a template only and should be populated by the Head Provider following receipt of appropriate legal advice.

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Note: some schedules or parts are intentionally omitted in order to maintain the same numbering between this Sub-Contract and the Head Contract

PART B: SUB-CONTRACT CONDITIONS

Service Conditions

General Conditions

Note: the Service Conditions and General Conditions are those of the NHS Standard Contract 2022/23 (Shorter Form), as published by NHS England (<https://www.england.nhs.uk/nhs-standard-contract/>). They are not replicated in this template Sub-Contract but they do form part of this Sub-Contract and the Parties should therefore be aware of the provisions relating to acceptance of the Service Conditions and General Conditions contained on the execution page of this Sub-Contract.

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contract title: Provision of Private Midwives for the Head Provider

Sub-Contract ref:

This Sub-Contract records the agreement between the Head Provider and the Sub-Contractor and comprises:

1. the **Sub-Contract Particulars and Schedules**, as completed and agreed by the Parties and as may be varied from time to time in accordance with GC13 (*Variations*);
2. the **Sub-Contract Conditions**;
3. the **General Conditions** and **Service Conditions**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract>

as further defined or applied by this Sub-Contract.

Each Party acknowledges and agrees:

- (i) that it accepts and will be bound by the Service Conditions and General Conditions, as applied by this Sub-Contract, as published by NHS England at the date of this Sub-Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions, as applied by this Sub-Contract, as from time to time updated, amended or replaced and published by NHS England pursuant to its powers under Regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (*Responsibilities and Standing Rules*) Regulations 2012, with effect from the date of such publication.

IN WITNESS OF WHICH the Parties have signed this Sub-Contract on the date(s) shown below

SIGNED by

.....
Signature

[insert authorised signatory's name]

for and on behalf of

[insert Head Provider's name]

.....
Title

.....
Date

SIGNED by

.....
Signature

[insert authorised signatory's name]

for and on behalf of

[insert Sub-Contractor's name]

.....
Title

.....
Date

PART A: SUB-CONTRACT PARTICULARS AND SCHEDULES**CONTRACT SUMMARY**

Sub-Contract Reference	
Head Provider	
Sub-Contractor	
Effective Date <i>See GC2.1</i>	
Expected Service Commencement Date <i>See GC3.1</i>	
Longstop Date <i>See GC4.1 and GC17.5</i>	
Sub-Contract Term	6 months from the service Commencement Date detailed above Either party may terminate this Contract forthwith in writing at any time on giving 1 months written notice. Neither party shall be liable to the other for any financial loss, profit or costs incurred by either party issuing termination in accordance with this contractual term.
Head Provider option to extend Sub-Contract Term?	YES
Notice Period (<i>for termination under GC17.2</i>) Where notice given by the Head Provider: Where notice given by the Sub-Contractor:	Either party may terminate this Contract forthwith in writing at any time on 12 months written notice. Neither party shall be liable to the other for any financial loss, profit or costs incurred by either party issuing termination in accordance with this contractual term.
Details of Head Contract	

SUB-CONTRACT SERVICES

Service Categories	Indicate <u>all</u> categories of service which the Sub-Contractor is commissioned to provide under this Sub-Contract. <i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others</i>
Continuing Healthcare Services (including continuing care for children) (CHC)	N/A
Community Services (CS)	Mid wife Antenatal, Home Birth Support, Postnatal
Diagnostic, Screening and/or Pathology Services (D)	N/A

SUB-CONTRACT PARTICULARS and SCHEDULES

Service Categories	Indicate <u>all</u> categories of service which the Sub-Contractor is commissioned to provide under this Sub-Contract. <i>Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others</i>
Continuing Healthcare Services (including continuing care for children) (CHC)	N/A
End of Life Care Services (ELC)	N/A
Mental Health and Learning Disability Services (MH)	N/A
Patient Transport Services (PT)	N/A

GOVERNANCE AND REGULATORY

Sub-Contractor's Nominated Individual	
Sub-Contractor's Information Governance Lead	
Sub-Contractor's Caldicott Guardian	
Sub-Contractor's Senior Information Risk Owner	
Sub-Contractor's Accountable Emergency Officer	
Sub-Contractor's Safeguarding Lead (children) / named professional for safeguarding children	
Sub-Contractor's Safeguarding Lead (adults) / named professional for safeguarding adults	
Sub-Contractor's Child Sexual Abuse and Exploitation Lead	
Sub-Contractor's Mental Capacity and Liberty Protection Safeguards Lead	
Sub-Contractor's Freedom To Speak Up Guardian(s)	

CONTRACT MANAGEMENT

Addresses for service of Notices	Sub-Contractor: Pat Barlow Address: The Heath Business Park, Runcorn, WA7 4QX Email: pat@privatemidwives.com
Head Provider Representative(s)	
Sub-Contractor Representative	Pat Barlow The Heath Business Park, Runcorn, WA7 4QX Email: pat@privatemidwives.com

Guidance: Each of the following Schedules must be completed in full (unless stated "Not Used"). When completing the Schedules the Head Provider should ensure that they fully reflect the Head Contract to the extent relevant to the Sub-Contract Services. Schedules in the Head Contract which are not used in this Sub-Contract have been deleted save where their deletion would affect the numbering of this Part A.

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Sub-Contractor may provide the Head Provider with the following documents before the Expected Service Commencement Date, each in a form satisfactory to the Head Provider:

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration (where required)
3. Evidence of the Provider Licence (where required)
4. Evidence of appropriate policies and CV's and qualifications of midwives used (PIN and RGN registration)
5. Ensure and evidence if required all staff are recruited and fully trained to carry out the services outlined in the specification
6. Share protocol around control of drugs if required

C. Extension of Contract Term

1. The Head Provider may opt to extend the Sub-Contract Term by up to 12 months after the initial 6 month period.
2. If the Head Provider wishes to exercise the option to extend the Sub-Contract Term, the Head Provider must give written notice to that effect to the Sub-Contractor no later than 1 month before the original Expiry Date.
3. If the Head Provider gives notice to extend the Sub-Contract Term in accordance with paragraph 2 above, the Sub-Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES

A. Sub-Contract Service Specifications

Antenatal intrapartum and postnatal care for an agreed caseload within a defined timeframe.

The care provided will be in line with national guidance and considering the women's choice for place of birth.

The client will be transferred as an NHS patient. Private Midwives notes will be used and a copy (electronic or paper) provided to the NHS on discharge.

B. Indicative Activity Plan

Dependent on availability and location (to be provided asap by NHS)

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

The Sub Contractors employees are to ensure compliance to all relevant patient related to Nottingham NHS Trust policies. Staff recruitment policies including the relevant staff checking protocols must be robust

J. Transfer of and Discharge from Care Protocols

The Sub Contractor shall adhere to the transfer of and discharge from care obligations as detailed in the NHS Standard Contract 2022/2023 Service Conditions and General Conditions.

K. Safeguarding Policies and Mental Capacity Act Policies

The Sub Contractor shall adhere to the transfer of and discharge from care obligations as detailed in the NHS Standard Contract 2022/2023 Service Conditions and General Conditions.

SCHEDULE 3 – PAYMENT

N

£4,400 per full package of care.

- Sub-Contractor to invoice the Head Provider by the last working day of each month to ensure that payment is made within 30 days

Package with Private Midwives Ltd

- *Midwifery antenatal care from 34 weeks*
- *Seen weekly for home births from 34 weeks*
- *Midwife on call 24/7 from week 38*
- *Birth support at home*
- *PM to supply all kit, midwives and entonox*
- *Two weeks postnatal care including NIPE (to be agreed on a case by case basis)*

Transfer back to NHS care before 37 weeks

- No charge

Transfer after 37 weeks but before labour

- £1000.00

Transfer after labour starts

- £4400.00

Payment

To be invoiced by Private Midwives Limited, on discharge

All invoices should be sent to:

All invoices should be paid promptly in accordance with agreed procedures
Standard Terms of Payment 30 Days Net from date of Invoice.

SCHEDULE 4 – QUALITY REQUIREMENTS

A. National Quality Requirements

For the avoidance of doubt, the National Quality Requirements set out or referred to in the Head Contract will apply in respect of this Sub-Contract, according to the applicable service category (set out in Part A of this Sub-Contract), except as expressly varied in this Schedule 4A.

Where a National Quality Requirement in the Head Contract refers to submission of data via SUS, this will apply to this Sub-Contract irrespective of whether the Head Provider or Sub-Contractor submits the information via SUS.

Guidance: To avoid confusion if relevant National Quality Requirements requiring submission of data via SUS apply to this Sub-Contract this Schedule should set out which party is responsible for such submission.

B. Local Quality Requirements

The following Local Quality Requirements will apply to this Sub-Contract and to the provision of the Sub-Contract Services.

Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification
Insert text and/or attach spreadsheet or documents	N/A			

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION
REQUIREMENTS**

A. Reporting Requirements

Report Required	Reporting Period	Format of Report	Timing and Method for delivery of Report
Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report
Clinical audits	Quarterly	Quarterly written report	To be received by the Head Provider a week in advance of the quarterly review meeting
Activity	Daily	Daily electronic report detailing the date and attendances cumulative in month (as per current format)	To be received by the Head Provider by 23:59 daily including weekends
Performance against quality requirements	Quarterly	Quarterly written report	To be received by the Head Provider a week in advance of the quarterly review meeting
Never Events and duty of candour	Quarterly	Quarterly written report	To be received by the Head Provider a week in advance of the quarterly review meeting
CQUIN	Quarterly	Quarterly	To be received by the Head Provider a week in advance of the quarterly review meeting
Complaints and patient feedback	Quarterly	Quarterly written report	To be received by the Head Provider a week in advance of the quarterly review
Incident Reporting	Quarterly	Quarterly written report	To be received by the Head Provider a week in advance of the quarterly review meeting

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

External national reporting for infant and maternal mortality or morbidity

Process for incident reporting

All risk assessments and clinical incidents with adverse outcomes should be reported back to ECNHST within 72 hours.

SBAR notifications to be shared with the Director of Nursing.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Sub-Contractor Data Processing Agreement

Where the Sub-Contractor is to act as a Data Processor, or Sub-processor, insert text locally (mandatory template drafting available via <http://www.england.nhs.uk/nhs-standard-contract/>). If the Sub-Contractor is not to act as a Data Processor or Sub-processor, state Not Applicable

This Provider Data Processing Agreement applies only where the Provider is appointed to act as a Data Processor under this Contract.

1. SCOPE

1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.

1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Provider Data Processing Agreement, which incorporates Schedule 6F to the Particulars .

1.3 This Provider Data Processing Agreement applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Provider Data Processing Agreement, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.

2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.

2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Provider Data Processing Agreement:

- (a) process that Personal Data only in accordance with this Provider Data Processing Agreement (and in particular Schedule 6F), unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature, scope, context and purposes of processing the data to be protected;
- (ii) likelihood and level of harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

- (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Provider Data Processing Agreement (and in particular Schedule 6F);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any

Provider Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Provider's duties under this paragraph;

(B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(E) are aware of and trained in the policies and procedures identified in GC21.11 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency).

(d) not transfer Personal Data outside of the UK unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:

(i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and

(iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;

(e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;

(f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and

(g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Coordinating Commissioner directs the Provider to migrate Processor Data to the Coordinating Commissioner or to a third party, provide all reasonable assistance with

ensuring safe migration including ensuring the integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Provider Data Processing Agreement, it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
- (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Provider Data Processing Agreement);
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) becomes aware of or reasonably suspects a Data Loss Event; or
- (g) becomes aware of or reasonably suspects that it has in any way caused the Coordinating Commissioner or other Commissioner to breach Data Protection Legislation.

2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.

2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.

2.8 Taking into account the nature of the processing, the Provider must provide the Coordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:

- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
- (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
- (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Coordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC15 (Governance, Transaction Records and Audit), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.

2.10 For the avoidance of doubt the provisions of GC12 (Assignment and Sub-Contracting) apply to the delivery of any Data Processing Services.

2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Provider Data Processing Agreement, the Provider must:

- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Co-ordinating Commissioner;
- (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
- (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Provider Data

Processing Agreement and in any event includes the requirements set out at GC21.16.3; and

(e) provide the Co-ordinating Commissioner with such information regarding the Subprocessor as the Co-ordinating Commissioner may reasonably require.

2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Provider Data Processing Agreement, containing:

(a) the categories of processing carried out under this Provider Data Processing Agreement;

(b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

(c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Provider Data Processing Agreement; and

(d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.

2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.

2.14 The Provider must comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018.

2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.

2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.

2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE

Not Applicable

PART B: SUB-CONTRACT CONDITIONS

1. Operation of this Sub-Contract

1.1 The Head Provider has entered into the Head Contract with the Commissioner(s), and under this Sub-Contract agrees with the Sub-Contractor that the Sub-Contractor will perform certain of the services under the Head Contract on the Head Provider's behalf. The rights and obligations of the Head Provider and the Sub-Contractor are set out in the Sub-Contract Particulars and Schedules and in the Service Conditions and General Conditions as amended or added to by these Sub-Contract Conditions.

2. Interpretation

2.1 The Service Conditions and General Conditions in the Head Contract are incorporated into and form part of this Sub-Contract, as modified by this Sub-Contract. Any reference to any Schedule or the Particulars in the Service Conditions or General Conditions will, for the purposes of this Sub-Contract, be interpreted as referring to the corresponding element of the Sub-Contract Particulars and Schedules.

2.2 Except as provided expressly in these Sub-Contract Conditions, terms as defined in the Head Contract will have the same meaning when used in this Sub-Contract.

2.3 Definitions:

General Conditions and **Service Conditions**: the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract 2021/22 (Shorter Form).

Head Contract: the contract between the Commissioner and the Head Provider in the form of the NHS Standard Contract 2022/23 (Shorter Form).

Sub-Contract Services: the services specified in Schedule 2A.

2.4 Except as provided expressly in this Sub-Contract, the rules of interpretation in the Head Contract will apply to this Sub-Contract.

2.5 For the purposes of this Sub-Contract, and unless the context otherwise requires, the following references in the Service Conditions and General Conditions will be interpreted as follows:

Term:	meaning for this Sub-Contract:
"Commissioner", "Relevant Commissioner", "Responsible Commissioner" or "Co-ordinating Commissioner"	Head Provider
"this agreement", "this Contract" or "Contract"	(this) Sub-Contract
"Parties"	the Head Provider and Sub-Contractor
"Provider"	Sub-Contractor
"Services"	Sub-Contract Services
"Sub-Contract", "Sub-Contractor", etc.	Sub-Sub-Contract, Sub-Sub-Contractor, etc.

2.6 The Schedules, as well as the Service Conditions and General Conditions (as amended) form part of this Sub-Contract and will have effect as if set out in full in the body of this Sub-Contract. Any reference to this Sub-Contract includes the Schedules.

2.7 If there is any conflict or inconsistency between the sections of this Sub-Contract, the following order of

priority applies:

- 2.7.1 the Sub-Contract Conditions;
- 2.7.2 the Sub-Contract Particulars and Schedules
- 2.7.3 the Service Conditions and General Conditions.

2.8 The following definitions will apply in addition to, or instead of, the definitions in the Head Contract:

Authorised Person	the Head Provider is added to the list of Authorised Persons.
Price	the price as set out in Schedule 3.
Referrer	the Head Provider is added to the entities listed in this definition.

3. Commencement and duration

3.1 This Sub-Contract comes into force on the Effective Date and will continue in force until the Expiry Date unless:

- 3.1.1 it is terminated earlier in accordance with GC17; or;
- 3.1.2 the Head Contract is terminated for any reason, in which case this Sub-Contract will (unless the Parties agree otherwise in writing) terminate immediately and automatically, without further action being necessary by the Parties, and subject to all the rights of the Parties accrued up to the date of termination; or
- 3.1.3 the Commissioner, in accordance with the Head Contract, requires the removal of the Sub-Contractor, or the termination of this Sub-Contract or any Sub-Contract Service.

3.2 Delivery of the Sub-Contract Services will begin on the Service Commencement Date (unless the Head Provider notifies a different date to accord with service delivery under the Head Contract, or the Parties agree otherwise).

4. Co-operation

4.1 The Sub-Contractor will co-operate with the Head Provider and (where requested) directly with the Commissioner in order to ensure effective delivery of the Sub-Contract Services. Where the Sub-Contractor informs the Head Provider of issues which require action under the Head Contract or under any related sub-contract, the Head Provider will endeavour to resolve those issues with the Commissioner or with the relevant sub-contractor.

4.2 The Sub-Contractor must deliver the Sub-Contract Services and perform its obligations under this Sub-Contract in such a manner as to ensure the Head Provider is able to comply with its obligations under the Head Contract insofar as those obligations relate to, depend on or may be affected by the Sub-Contract Services, including compliance by the Sub-Contractor with any positive or negative obligation.

5. Payment

5.1 In consideration of the Sub-Contractor's provision of the Sub-Contract Services, the Head Provider will pay to the Sub-Contractor the Price as set out in Schedule 3.

5.2 Unless stated otherwise in Schedule 3, the Sub-Contractor must invoice the Head Provider, within 10 days

of the end of each month, the Price in respect of the Sub-Contract Services provided in the preceding month together. Each invoice must contain and be accompanied by such information and be addressed to such individual as the Head Provider may inform the Sub-Contractor from time to time.

- 5.3 The Head Provider must pay each undisputed invoice received in accordance with clause 5.2 within 30 days of receipt. Payment is exclusive of any applicable VAT for which the Head Provider will be additionally liable to pay the Sub-Contractor upon receipt of a valid tax invoice at the prevailing rate in force from time to time.
- 5.4 If a Party contests in good faith any part of any payment calculated in accordance with this Sub-Contract the contesting Party must promptly notify the other Party, and any uncontested amount must be paid in accordance with this Sub-Contract. If the matter has not been resolved within 20 Operational Days of such notification, the contesting Party must refer the matter to Dispute Resolution.

6. Alterations to Service Conditions and General Conditions for the purposes of this Sub-Contract

6.1 The following provisions are deleted:

Service Conditions (SC): SC 4.2, 6.3, 29.1 and 36.1 to 36.27

General Conditions (GC): GC1.1, 1.2, 3, 10.1, 13.2, and 21.9

and any cross-references to those provisions are also deleted.

6.2 In the following provisions, references to the "Commissioner", "Commissioners" or "Co-ordinating Commissioner" (as applicable):

6.2.1 will continue to refer to the Commissioner:

Service Conditions (SC): SC5.1, 23.2, 24.3, 28.5, 30.3, and (where the term "Commissioner" is used in relation to its being the Responsible Commissioner) SC36.31.3 and 36.31.6

General Conditions (GC): GC21.13

Definitions: "Best Practice", "Local Counter Fraud Specialist" and "Service User"

6.2.2 will refer to the Commissioner and the Provider:

General Conditions (GC): 21.18, 22.4, 23.3

and any reference in those provisions to a request or notice being given by a Commissioner will be deemed to apply where such a request or notice is given directly or is passed on to the Sub-Contractor by the Head Provider.

6.3 The following provisions will be amended (or will apply) as set out or described below:

Service Conditions:

SC23 (Service User Health Records)	The words "for whom that Commissioner is responsible" will be deemed deleted from SC23.2 the purposes of this Sub-Contract.
SC33.5 (Incidents Requiring Reporting)	The right to use information provided by the Sub-Contractor in any report made in connection with Serious Incidents is available to the Commissioner as well as to the Head Provider.

General Conditions:

<p>GC13.4 (Variations)</p>	<p>Notwithstanding the deletion of GC13.4, the Parties acknowledge that the Head Provider must comply with National Variations and that the Head Contract (and consequently this Sub-Contract) may be terminated for non-acceptance of a National Variation, and accordingly the Parties will co-operate to agree to vary this Sub-Contract to the extent necessary to enable the Head Provider to comply with National Variations.</p>
<p>GC14.2 (Dispute Resolution)</p>	<p>The words "by NHS Improvement and NHS England (where the Provider is an NHS Trust or an NHS Foundation Trust), or" are deleted.</p>
<p>GC16 (Suspension)</p>	<p>The Head Provider may also suspend the Sub-Contract Services where those services are suspended by the Commissioner under the Head Contract.</p>
<p>GC17.4.1 (Termination)</p>	<p>The notice period is extended from 20 Operational Days to 40 Operational Days where the Head Provider's failure to pay is due to the failure of the Commissioner to pay under the Head Contract and the words "Expected Annual Contract Value" will be read as the expected Price per Sub-Contract Year (if any).</p>
<p>GC20.3 (Confidential Information)</p>	<p>A new GC20.3.6 is added as follows: "20.3.6 or (where the disclosing Party is the Head Provider) to the extent that the Head Provider is required to disclose such information under the Head Contract".</p>
<p>GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency)</p>	<p>The provisions of GC21.13 of the Head Contract will also apply to this Sub-Contract if such information is required by the Commissioner.</p> <p>The Sub-Contractor acknowledges that the Head Provider may be, and the Commissioner is, subject to the requirement of the FOIA. The Sub-Contractor must assist and co-operate with the Head Provider to enable it to comply with its disclosure obligations under FOIA, if any, and to meet its obligations to the Commissioner under GC21.18 of the Head Contract.</p> <p>GC21.18 to GC21.22 will only apply to the Sub-Contract if either the Head Provider or the Sub-Contractor is a public body.</p>
<p>GC22.2 (Intellectual Property)</p>	<p>The licence of Sub-Contractor Deliverables granted by the Sub-Contractor under GC22.2 will apply in favour of the Commissioners for the purposes set out in GC22.2, and in favour of the Head Provider for the purposes of receiving the Sub-Contract Services and performing its obligations under the Head Contract.</p> <p>GC22.3.2 will not apply to this Sub-Contract, notwithstanding that the Sub-Contractor may apply to NHS England's NHS Identity team for permission to use the NHS Identity where it does not otherwise have permission to use the NHS Identity.</p>
<p>GC29 (Third Party Rights)</p>	<p>The following text will be added after GC29.1.6: "and for the avoidance of doubt the Commissioner may enforce any provision of this Sub-Contract to the extent that it is expressed as applying in favour of the Commissioner".</p>

6.4 The following time periods are amended as set out below in order to allow for related actions under the Head Contract:

SERVICE CONDITIONS and GENERAL CONDITIONS

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
SC30.2	5 Operational Days (for notification of the activation of the Sub-Contractor's Incident Response Plan, etc.)	4 Operational Days
SC36.29	20 Operational Days (for the Head Provider to reimburse statutory benefits)	24 Operational Days
GC11.4 and 11.5	5 Operational Days (for Sub-Contractor to provide information about Indemnity Arrangements) and 10 Operational Days (to provide evidence of post-termination cover)	4 Operational Days and 8 Operational Days respectively
GC 15.6	10 Operational Days (for notification to appoint an Auditor)	8 Operational Days
GC17.5.4	20 Operational Days (for Sub-Contractor to remedy breach)	16 Operational Days
GC21.18.3 and 21.18.4	2 Operational Days (for Sub-Contractor to provide a copy of or transfer an FOIA request)	1 Operational Day in each case
GC21.18.6	5 Operational Days (for Sub-Contractor to provide relevant information)	4 Operational Days

SERVICE CONDITIONS

[refer to the NHS Standard Contract 2022/23 (Shorter Form) Service Conditions]

GENERAL CONDITIONS

[refer to the NHS Standard Contract 2022/23 (Shorter Form) General Conditions]

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