

Template sub-contract for the provision of clinical services for use with the NHS Standard Contract 2021/22 (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 2021/22 (full length and shorter form versions), which is available on the [NHS Standard Contract 2021/22 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 2021/22 (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 it is recommended that the parties print out or retain a copy of these for reference since they form part of this Sub-Contract.

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contract title: HLP - HPV-MSM Vaccination (Essex & Thurrock)

Sub-Contract ref: HPV- Pharmacy Contract

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

1. the **Sub-Contract Particulars and Schedules**
2. the **Sub-Contract Conditions**
3. the **General Conditions** and **Service Conditions**

as further defined or applied by this Sub-Contract.

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

SIGNED by



D Mark Heasman

Chief Executive Officer

for and on behalf of
Provide Community Interest Company

1st September 2021

SIGNED by

Karen Samuel-Smith



for and on behalf of
Healthy Living Partnership Limited

Essex LPC Chief Officer

Date 11th June 2021

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

Sub-Contract Reference	HLP - HPV-MSM Vaccination (Essex & Thurrock) (West Essex, South Essex, North East Essex, Mid Essex, Thurrock)
Head Provider	Provide Community Interest Company
Sub-Contractor	Healthy Living Partnership Limited
Effective Date	01 June 2021
Expected Service Commencement Date	01 June 2021
Longstop Date	01 September 2021
Service Commencement Date	01 June 2021
Sub-Contract Term	Contract terminates on 31 March 2023. Subject to each location as a specific end date.
Expiry Date	31 March 2023 Subject to each location as a specific end date.
Option to extend Sub-Contract Term?	YES / NO (see Schedule 1C)
Notice Period (for termination under GC17.2) Where notice given by the Head Provider: Where notice given by the Sub-Contractor:	3 months
Details of Head Contract	Commissioner(s): NHS England and NHS Improvement East of England (Y61) Date: 01 June 2021 Contract Term: Contract terminates on 31 March 2023. Services: Community Services

SUB-CONTRACT SERVICES

Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	

SUB-CONTRACT PARTICULARS and SCHEDULES

Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
Essential Services? (NHS Trusts only)	NO
Is the Sub-Contractor acting as a Data Processor or Sub-processor on behalf of the Head Provider for the purposes of this Sub-Contract?	NO

GOVERNANCE AND REGULATORY

Sub-Contractor's Nominated Individual	[Karen Samuel-Smith] Email: [karen@cpesx.org.uk] Tel: [01245 460079]
Sub-Contractor's Information Governance Lead	[[Karen Samuel-Smith] Email: [karen@cpesx.org.uk] Tel: [01245 460079]]
Sub-Contractor's Caldicott Guardian	N/A
Sub-Contractor's Senior Information Risk Owner	[[Karen Samuel-Smith] Email: [karen@cpesx.org.uk] Tel: [01245 460079]]
Sub-Contractor's Accountable Emergency Officer	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]
Sub-Contractor's Safeguarding Lead (children) / named professional for safeguarding children	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]
Sub-Contractor's Safeguarding Lead (adults) / named professional for safeguarding adults	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]
Sub-Contractor's Child Sexual Abuse and Exploitation Lead	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]
Sub-Contractor's Mental Capacity and Liberty Protection Safeguards Lead	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]
Sub-Contractor's Freedom To Speak Up Guardian(s)	[Bharat Patel] Email: [pharmacy.FLE07@nhs.net] Tel: [01268 792531]

CONTRACT MANAGEMENT


Addresses for service of Notices	<p>Head Provider: Mark Heasman Address: 900 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9YQ Email: mark.heasman@nhs.net</p> <p>Sub-Contractor: [Angela Culleton] Address: [17 Clematis Tye Springfield, CM1 6GL] Email: [office@cpesx.org.uk]</p>
Head Provider Representative(s)	<p>Sonya Wooldridge Address: 900 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9YQ Email: sonya.wooldridge@nhs.net Tel: 07816 526062</p>
Sub-Contractor Representative	<p>[Karen Samuel-Smith] Email: [karen@cpesx.org.uk] Tel: [01245 460079]</p>

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 must 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
	
	NPA_Commercial Combined_Certificat
2.	[N/A]

C. Extension of Contract Term

1. Not Used

SCHEDULE 2 – THE SERVICES

A. Sub-Contract Service Specifications

Service specification No.32 Human papillomavirus immunisation programme for men who have sex with men (HPV-MSM)



Service-Specification-
No.32-HPV_MSM-cod

NB: 2020/21 National Section 7A Specification to be embedded once updated.

Localised Specification in relation to the delivery of HPV-MSM Vaccination covering Essex:




Localised HPV MSM
Service Spec_v1.4 Fina

B. Indicative Activity Plan

HPV-MSM Vaccination – West Essex, South Essex, North East Essex, Mid Essex, Thurrock							
				01 June 2021 31 March 2022 (8 Months)		01 April 2022 - 31 March 2023 (12 Months)	
Dose	Settings	LA Geography	Tariff	Estimated HPV MSM (12 months) Total	Total Value Excluding CQUIN (8 months)	Estimated HPV MSM Total	Total Value Excluding CQUIN (12 Months)
1	ICaSH Opportunistic	Essex County and Thurrock	10.00	425	£ 4,253.33	638	£6,380.00
2	Pharmacy	Essex County and Thurrock	18.20	390	£ 7,098.00	585	£10,647.00
3	Pharmacy	Essex County and Thurrock	18.20	355	£6,454.93	532	£9,682.40
					£24,994.26		£26,709.40

Indicative activity plan as follows:

 Indicative Activity Plan.xlsx

D. Essential Services (NHS Trusts only)*Not Applicable***G. Other Local Agreements, Policies and Procedures**

Pharmacy Name	Address
Colecross	1 Hylands Parade, Wood Street, Chelmsford, CM2 8BW
Christchurch	Blandford Medical Centre, Mace Avenue, Braintree, CM7 2AE
Metwest Ltd	Metwest, Lister House Health Centre, Abercrombie Way, CM18 7YJ
Vanas	134 Rectory Road, Pitsea, SS13 2AJ
Asif's New Pharmacy	249-251 London Road, Hadleigh, SS7 2RF
Hythe	2 Hythe Quay, Colchester, CO2 8JB
Kalsons	138 Hobbeythick Lane, Westcliff-on-Sea, SS0 0RJ
Allcures (Hassengate)	Southend Road, Stanford-le-Hope, SS17 0PH
Prescription2U	89/91 Pier Avenue, Clacton-on-Sea, CO15 1QE

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

2K Schedule 2 -



2K Schedule 2 -



2K Schedule 2 -

Mental Capacity Act.pSafeguarding Adults.pSafeguarding Childrer

SCHEDULE 3 – PAYMENT

1. To be paid at the following rates:

£18.20 per HPV vaccine to be paid to HLP following a complete data return in accordance with Schedule 6A.

Any proposed changes to the fees must be negotiated and agreed between the two parties and any agreed changes must be confirmed in writing one month before they take effect.

2. Invoices to be submitted on a monthly basis.
The Customer shall pay valid* invoices within 30 days of receipt.

**valid invoices must include the following:*

- Supplier Name:
- Invoice number:
- Invoice date:
- Address of the supplier; telephone number; email address:
- Invoice to: Provide CIC, NQA Payables F855, Phoenix House, Topcliffe Lane, Wakefield WF3 1WE
- For the attention of:
- A valid PO Number
- Timeframe which invoice covers (e.g. 1st January 2019 – 31st January 2019)
- Service provided: (e.g. Clinic Session AM/PM)
- Dates of services provided
- Charge (£)
- Bank details for payment: account name; sort code; account number

3. Invoices must be addressed as follows and comply with the [Good Invoicing Practice](#) set out below. Failure to meet these requirements will result in the invoice being rejected.

(a) **Send an Electronic Invoice via Tradeshift – THIS IS OUR PREFERRED OPTION**

By far the best way to send us your invoices is electronically via our E-Invoice partner Tradeshift. This helps the NHS meet their paperless invoice targets and improves the quality of information across the system.

This service is free to use and either:

- Integrates your financial system with ours; giving you instant confirmation of submission and near real-time view of your invoices within your systems
- or
- Gives you web portal access to submit and track your invoices; with instant confirmation of submission and then 15-minute updates as to the location of the invoice within the system

For more information and to register, please visit:
<http://tradeshift.com/supplier/nhs-sbs/>

(b) **Send a PDF Copy via Email**

This email address is only used for processing invoices. Only emails received which meet the specified format will be processed. Emails which do not meet these criteria will be automatically deleted with notification.

Please send invoice in a PDF format to: sbs.invoicing@nhs.net

For information on how to do this please see our guidance online here: <https://www.sbs.nhs.uk/faq-fa-sub-inv-how-to-nhs-sbs>

(c) **Send by post to the following address**

Provide CIC
NQA Payables F855
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

SCHEDULE 4 – QUALITY REQUIREMENTS

Guidance: these are the standards required of the Head Provider, and should be included or amended according to their relevance to the Sub-Contract Service requirements and service categories. Where an Operational Standard or National Quality Requirement does not apply directly to the Sub-Contract, but a related or amended quality indicator is agreed, that should be entered as a Local Quality Requirement in Schedule 4C.

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Applicable Service Category
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Month	CS D
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care	Operating standard of 80%	See Contract Technical Guidance Appendix 2	Quarter	MH
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Month	All

SUB-CONTRACT PARTICULARS and SCHEDULES

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved	Applicable Service Category
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/	Quarter	MH
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	MH


The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
100% of eligible patients/clients offered vaccination and their vaccination status recorded, including those that decline	100%	Monthly reporting to Provide	See Schedule 2A

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
1. Activity and Finance Report <i>(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)</i>	Quarterly	 Copy of Provide CIC HPV-MSM _ Essex _ 21	5 working days following month end
2. GUMCAD reporting to be completed	As set out in relevant Guidance:- https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879785/GUMCAD_Data_Specification_and_Technical_Guidance.pdf	As set out in relevant Guidance https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879785/GUMCAD_Data_Specification_and_Technical_Guidance.pdf	As set out in relevant Guidance https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879785/GUMCAD_Data_Specification_and_Technical_Guidance.pdf
Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Where Required	E-mail Notification	All complaints received to be sent
Summary report of all incidents requiring reporting	Where Required	E-mail Notification	All complaints received to be sent

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



6C Schedule 6 -
Incident Reporting Po

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

F. Sub-Contractor Data Processing Agreement

Not Applicable

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 2021/22 (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, 13.4, 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 2021/22 (Shorter Form) Service Conditions]

GENERAL CONDITIONS

[refer to the NHS Standard Contract 2021/22 (Shorter Form) General Conditions]

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