

PART A – SUB-CONTRACT SCHEDULES

SCHEDULE 1– SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Sub-Contractor must provide the Head Provider with the following documents:

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| 1. Evidence of appropriate Indemnity Arrangements |
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The Sub-Contractor must complete the following actions:

Not Applicable

B. Head Provider Documents

Date	Document	Description
Not Applicable		

PART A – SUB-CONTRACT SCHEDULES

C. Extension of Contract Term

1. If the Head Provider wishes to exercise the option to extend the Contract Term, the Head Provider must give written notice to that effect to the Sub-Contractor no later than 8 weeks before the original Expiry Date.
2. The option to extend the Contract Term may be exercised:
 - 2.1 only once, and only on or before the date referred to in paragraph 1 above;
 - 2.2 only in respect of all Sub-Contracted Services.
3. If the Head Provider gives notice to extend the Contract Term in accordance with paragraph 1 above, the 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.

OR

NOT USED

PART A – SUB-CONTRACT SCHEDULES

SCHEDULE 2 – THE SUB-CONTRACTED SERVICES

A. Sub-Contracted Service Specifications



Community
Phlebotomy Service S

PART A – SUB-CONTRACT SCHEDULES

B. Indicative Activity Plan

Not Applicable

C. Activity Planning Assumptions

Not Applicable

D. Essential Services

Not Applicable

E. Essential Services Continuity Plan

Not Applicable

F. Clinical Networks

Not Applicable

PART A – SUB-CONTRACT SCHEDULES

G. Other Local Agreements, Policies and Procedures

Policy	Date	Weblink
Not Applicable		

H. Transition Arrangements

Not Applicable

PART A – SUB-CONTRACT SCHEDULES




I. Exit Arrangements

Not Applicable

J. Transfer of and Discharge from Care Protocols

Not Applicable

K. Safeguarding Policies and Mental Capacity Act Policies

UHCW Child Protection Policy	 Child Protection Policy V6-Review date
UHCW – DoL and Mental Capacity Act policies	  Assessment of mental health patients i Safeguarding Vulnerable Adults Poli

L. Provisions Applicable to Primary Care Services

Not Applicable

SCHEDULE 3 – PRICE AND PAYMENT

The subcontractor will be paid on the basis of activity completed at a price of **£2.87** per patient bled.

This price is made up of

£2.65 for the provision of the phlebotomy service

£0.22 for provision of consumables as set out in the service specification for this service

The subcontractor will invoice the head provider on a monthly basis for phlebotomy activity completed during the previous month.

The Subcontractor will provide backing data for the invoice to the Head Provider to include a list of all patients bled during the preceding month.

The Subcontractor will keep a list of all patients bled during the preceding month, for a 12 month period and maybe subject to audit at any time deemed acceptable by arrangement between Head Provider and Subcontractor.

The following details will be provided for each patient.

- Surname and forename **initials only**.
- Hospital or NHS number **if available**
- Date of birth.
- Time/Date of collection.

Comparison of the details on this list and data on the laboratory computer system will form the basis of a regular programme of audit to ensure that correct payments are being made

Invoices and backing information should be sent to

Email: accounts.payable@uhcw.nhs.uk
Mehtab.Hussain2@uhcw.nhs.uk and
usman.irfan@uhcw.nhs.uk

Post: Accounts Payable
FM Building
University Hospital,
Clifford Bridge Road,
Coventry CV2 2DX

Pink Bar Code Location Label

It is imperative the site specific pink bar code location label is fixed to the blood sample request form. This is a key element for the activity of subcontractors providing phlebotomy clinics to be electronically recorded. The provider will forfeit the associated service fee if this label is not provided.

PART A – SUB-CONTRACT SCHEDULES

The Head Provider will supply adequate numbers of Pink Bar code stickers, but in the event of supplies running out the provision of an alternative (spare) label will be supplied as a temporary measure.

The Head Provider will pay by BACS the amounts invoiced by the Sub Contractor for the services within 30 days of receipt of the invoice.

Invoices will be raised by the subcontractor within the first 10 working days following the end of the month to which the charges relate.

If the Head Provider disputes the charge for any part of the Services provided, it must provide all relevant details of the disputed charge to the subcontractor in writing.

If the Head Provider is overcharged or overpays any amounts due, the subcontractor will issue a credit note to the Head Provider within 30 days of the overcharge/overpayment being agreed by both parties.

If the Head provider disputes any part of the service provided, the subcontractor will issue a credit note to the Head Provider within 30 days of the overcharge/ overpayment being agreed by both parties.

SCHEDULE 4 – QUALITY REQUIREMENTS

For the avoidance of doubt the Operational Standards, National Quality Requirements and Never Events set out or referred to in the NHS Standard Contract shall apply in respect of this Sub-Contract, except as expressly varied in this Schedule 4.

A. Operational Standards

Not Applicable

B. National Quality Requirements

Not Applicable

PART A – SUB-CONTRACT SCHEDULES

C. Local Quality Requirements

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

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
Waiting Time (where appointment system)	Patients to be bled within 15 minutes of appointment time. Target 85% in the first year of implementation of an appointments based service, 95% thereafter	The total number of patients bled within the timeframe as a % of total number of patients presenting to the department	Action Plan and report to CWPS Phlebotomy management team	Monthly	
Access (where appointment system)	95% of all phlebotomy patients are offered an appointment within 3 working days from the point of their enquiry, or at a time they wish to book further into the future	Provider to submit audit of time between appointment request and date of appointment over one calendar week.	Action Plan and report to CWPS Phlebotomy management team	Monthly	
Waiting Time (where Walk in Service)	85% of patients to be bled within 30 minutes from arrival at the department	The total number of patients bled within the timeframe as a % of total number of patients presenting to the department	Action Plan and report to CWPS Phlebotomy management team	Monthly	
Provide a report to summarise: The number and type of complaints received	Demonstration of analysis of complaint trends and data and actions	Quarterly Report	Action plan request, or review or joint investigation by Head provider.	Quarterly	

PART A – SUB-CONTRACT SCHEDULES

The number and nature of complaints Resulting actions and improvements Demonstration of learning from complaints and changing practice to percent recurrence					
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PART A – SUB-CONTRACT SCHEDULES

D. **Not used**

E. Local Incentive Scheme

Not Applicable

F. Not used

G. Not used



SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Sub-Contractor

Date	Document
Not Applicable	

Documents supplied by Head Provider

Date	Document
Venepuncture SOP (PH LPR15)	 Venepuncture Network SOP (PH LPR
List of Tests Requiring special Treatment (PH TP15)	 16 Tests requiring special treatment_fin:

B1. Not used

B2. Not used

C. Not used

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

PART A – SUB-CONTRACT SCHEDULES

A. Reporting Requirements




Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report	Application

B. Data Quality Improvement Plan

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
Not Applicable				

PART A – SUB-CONTRACT SCHEDULES

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Patient Safety Incidents (3) Other Patient Safety Incidents	
NHSE Never Events List	https://www.england.nhs.uk/patientsafety/never-events/
NHSE Never Events Framework and Policy March 2015	https://www.england.nhs.uk/patientsafety/never-events/
Coventry and Rugby Clinical Commissioning Group Serious Incident Policy V5.0	 Revised_Serious_Incident_Policy v5.pdf The new SI phone number for CRCCG is 07825227350
Current STEIS Serious Incident Reporting Categories	National guidance included by the NPSA. Quick reference guidance included in CRCCG policy
Risk Management Policies <ul style="list-style-type: none"> Information Risk Policy V1.2 (review date Nov 2018) Information Security Policy V6 (Review date 25.1.17) 	 Information_Risk_Policy v1.2.pdf  Information_Security_Policy v6.pdf
NHSE Serious Incident Framework March 2015	https://www.england.nhs.uk/patientsafety/serious-incident/

D. Service Development and Improvement Plan

PART A – SUB-CONTRACT SCHEDULES

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
Not Applicable				[Subject to GC 9 (<i>Contract Management</i>)] or [locally agreed]

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication
Insert text or state Not Applicable			

PART A – SUB-CONTRACT SCHEDULES

SCHEDULE 7 – EMPLOYEES

Part A – Head Provider’s Employees

Not Applicable

PART B – Pensions

Not Applicable

SCHEDULE 8 – TIMEFRAMES AND NOTICE PERIODS

The following timeframes and notice periods as set out in the NHS Standard Contract Service Conditions, General Conditions and Definitions and Interpretation shall remain as specified in the NHS Standard Contract Service Conditions, General Conditions and Definitions and Interpretation and shall not be increased or decreased in according with Principle 7.

NHS Standard Contract	
Service Conditions	
10.5	The timeframe for compliance with a Local Authority Education, Health and Care Needs Assessment shall remain 6 weeks.
11.7	The timeframe for issue of a Clinic Letter to the relevant GP shall remain no more than 10 days (7 days from 1 April 2018).
29.13	The timeframe to meet to discuss any Activity Query Notice shall remain within 10 Operational Days following its issue.
29.15	The timeframe to hold a Utilisation Meeting shall remain within 10 Operational Days following agreement to do so.
29.16	The timeframe to meet to discuss a Joint Activity Review shall remain within 10 Operational Days following agreement to conduct the review.
29.18	The timeframe to issue a joint notice to the Head Provider's and Sub-Contractor's Governing Body shall remain at or within 10 Operational Days following the Joint Activity Review if they fail to agree an Activity Management Plan. The right to refer the matter to Dispute Resolution if the Parties have not agreed an Activity Management Plan shall remain 10 Operational Days from the date of the joint notice.
General Conditions	
5.2.4, 5.2.6, 5.2.8	The timeframes for review of staffing requirements, reporting to the Head Provider and making the outcomes public shall remain as stated in the NHS Standard Contract.
5.13	This timeframe shall remain 3 months.
8.3	The deadline for deeming a Dispute is withdrawn shall remain 10 Operational Days.
8.4	The timeframe within which to hold a Review Meeting shall remain 5 Operational Days following the relevant notice.

PART A – SUB-CONTRACT SCHEDULES

9.6	The timeframe within which the Parties must meet to discuss a Contract Performance Notice shall remain 10 Operational Days following the date of the Contract Performance Notice.
9.8.1	The timeframe for the Joint Investigation shall remain no longer than 2 months.
9.11	The timeframe within which the Remedial Action Plan must be agreed shall remain 5 Operational Days of either the Contract Management Meeting or Review Meeting.
9.15	The timeframe within which the Parties must attend a Contract Management Meeting shall remain 20 Operational Days following the date of a Contract Performance Notice.
9.16	If a Remedial Action Plan has not been agreed following notification to the Governing Bodies, the right of the Head Provider to withhold further payments shall remain 10 Operational Days following the notification.
9.20	The timeframe to issue an Exception Report following failure to remedy the breach of a Remedial Action Plan shall remain 5 Operational Days.
11.7	The timeframe regarding continuing Indemnity Arrangements shall remain for a maximum of 21 years following expiry or termination.
13.9	The timeframe to meet to discuss a Variation Proposal and the Recipient's Response shall remain 10 Operational Days from the date of the Recipient's Response.
14.2.1	The timeframe for involvement of a senior person shall remain 10 Operational Days.
14.2.2	The timeframe for involvement of the chief executive etc. shall remain 5 Operational Days.
14.4	The timeframe for escalation of a Dispute shall remain 5 Operational Days.
14.10	The timeframe for serving a statement of case shall remain 5 Operational Days.
14.11	The timeframe for responding to the statement of case shall remain 5 Operational Days.
17.10.6	The six month rolling period shall remain a six month rolling period.

PART A – SUB-CONTRACT SCHEDULES

18.2	The rights of the Head Provider to recover additional costs shall remain in respect of a six month period.
24.4, 24.5	The timeframes of 6 months and 12 months following the Change in Control Notification shall remain.
36.2.1	The notice period for effective service shall remain 5 Operational Days.
Definitions	
Negotiation Period	The timeframe shall remain 15 Operational Days.
Suspension Event	In sub-clause (iii) the timeframe shall remain as 12 months.

PART B – SUB-CONTRACT SERVICE CONDITIONS

SUB-CONTRACT SERVICE CONDITIONS

1. Subject to the interpretation provisions set out in Principles **Error! Reference source not found.** and **Error! Reference source not found.**, the NHS Standard Contract Service Conditions shall apply to this Sub-Contract and shall be deemed to be incorporated into this Sub-Contract as if they were set out in full below except where:
 - 1.1 specified otherwise in this Part B of this Sub-Contract; or
 - 1.2 the NHS Standard Service Conditions only apply to specific service categories and those service categories are not ticked in the Services Categories table at Part A of this Sub-Contract.
2. The following Service Conditions shall not apply to this Sub-Contract:

SC 6.2; 6.2A; 6.3; 17.4-17.6; 19.3; 19.4–19.6; 28.12; 29.3.1; 29.3.2; 29.6; 29.26; 36; 38.
3. Where pursuant to Principle **Error! Reference source not found.** the Sub-Contractor is required to follow the Head Provider's Service User consent policy, Complaints Procedure, Death of a Service User Policy or any other plans, policies or documents of the Head Provider then the requirement in the relevant Service Condition on the Sub-Contractor to operate its own such plans, policies or documents shall not apply. Where Principle **Error! Reference source not found.** applies, all references in the NHS Standard Contract to the Service User consent policy, Complaints Procedure, Death of a Service User Policy or any other plans, policies or documents shall be deemed to be a reference to such policy, procedure plan or document of the Head Provider.
4. Where a protocol has been agreed in respect of Principle **Error! Reference source not found.**, the relevant NHS Standard Service Conditions shall be construed in accordance with such protocol.
5. In addition to the NHS Standard Contract Service Conditions the following Sub-Contract Service Conditions shall apply or the NHS Standard Contract Service Conditions shall apply as amended.

Regulatory Requirements (SC2)

- 5.1 If the Sub-Contractor is not a public authority it will as applicable to this Sub-Contract comply with and respond to all National Standards and all Guidance including any guidance of any relevant Regulatory or Supervisory Body either where it has a legal obligation to so comply or respond or where the Head Provider has an obligation to comply with and/or respond to National Standards and Guidance.

Service Standards (SC3)

- 5.2 The provisions of SC3.2A or 3.2B (as applicable) shall also apply to this Sub-Contract if failure by the Sub-Contractor to comply with SC3.1 is directly attributable to or caused by an act or omission of the Commissioner.

PART B – SUB-CONTRACT SERVICE CONDITIONS

Commissioner Requested Services/Essential Services (SC5)

- 5.3 SC5.1 shall also apply to this Sub-Contract where any of the Sub-Contracted Services are designated as CRS by the Commissioner.

Choice, Referral and Booking (SC6)

- 5.4 The Sub-Contractor must provide all information as required by the Head Provider regarding relevant Sub-Contracted Services and appointment slots in such manner to enable the Head Provider to comply with its obligations under SC6.2 and SC6.3.

- 5.5 SC6.6.2 shall be replaced with “The Sub-Contractor acknowledges the provisions of SC6.6.2 and shall not by any act or omission cause the Head Provider to be in breach of it.”

- 5.6 The words “to this Contract” in SC6.6 shall be replaced with “to the Head Contract”.

Withholding and/or Discontinuation of Service (SC7)

- 5.7 The last sentence of SC7.4A, SC7.4B, SC7.4C or SC7.4D (as applicable) shall be deemed deleted for the purposes of this Sub-Contract.

Personalised Care Planning and Shared Decision-Making (SC10)

- 5.8 The Sub-Contractor shall be required to co-operate with requests relating to Education, Health and Care Needs Assessments under SC10.5 whether that request is made directly of the Sub-Contractor or indirectly via the Head Provider.

Service User Health Records (SC23)

- 5.9 The words “for whom that Commissioner is responsible” shall be deemed deleted from SC23.2.1 and 23.2.2 for the purposes of this Sub-Contract.

Information Requirements (SC28)

- 5.10 Where there is more than one Commissioner, the Sub-Contractor will provide information in such a way that each dataset that it provides under this Sub-Contract contains the ODS code and/or other appropriate identifiers for each relevant Commissioner.

- 5.11 Information to be provided by the Sub-Contractor under SC 28 and Schedule 6A (Reporting Requirements) must be provided to the Head Provider in aggregated form or disaggregated form as the Head Provider may direct.

- 5.12 Any obligations to report to SUS are outside the terms of this Sub-Contract unless expressly stated otherwise in this Sub-Contract.

- 5.13 The words “instruct the Commissioners to withhold or itself withhold (on behalf of all Commissioners)” in SC28.14.2 and SC28.15 shall be replaced with “withhold”.

PART B – SUB-CONTRACT SERVICE CONDITIONS

5.14 The paragraph after SC28.18.3 shall be deemed deleted for the purposes of this Sub-Contract.

Managing Activity and Referrals (SC29)

5.15 The Sub-Contractor must adhere to any Referral and treatment protocols that may be agreed between the Head Provider and the Commissioner and which are relevant to the Sub-Contracted Services and notified to the Sub-Contractor.

5.16 The words “in relation to any Commissioner” shall be deemed deleted from SC29.8 and SC29.9 for the purposes of this Sub-Contract.

5.17 The words “in respect of each Commissioner” shall be deemed deleted from SC29.11A, SC29.11B and SC29.11C for the purposes of this Sub-Contract.

5.18 If the Sub-Contractor requests Prior Approval in accordance with a Prior Approval Scheme and the Head Provider or the Commissioner, as appropriate, fails to respond within the time period specified in the Prior Approval Scheme then Prior Approval will be deemed to have been given.

Emergency Preparedness, Resilience and Response (SC30)

5.19 SC30.5.2 and 30.8.1 will not apply if the Commissioner exercises its rights to insist that the Head Provider suspends the Sub-Contracted Services.

Duty of Candour (SC35)

5.20 Notwithstanding any other provision of this Sub-Contract, if an incident requiring reporting or a Notifiable Safety Incident occurs, the Sub-Contractor must inform the Head Provider within 3 Operational Days of the occurrence or immediately if a death or serious injury results and must keep the Head Provider up to date with all developments and subsequent actions the Sub-Contractor takes and will take all reasonable actions as directed by the Head Provider.

Payment Terms (SC36)

5.21 The Price shall be calculated in accordance with Schedule 3.

5.22 Unless otherwise stated in Schedule 3 the Price:

5.22.1 shall be payable with effect from the Service Commencement Date;

5.22.2 shall remain fixed during the Contract Term; and

5.22.3 is the entire price payable by the Head Provider to the Sub-Contractor in respect of the Sub-Contracted Services and includes, without limitation, any royalties, licence fees, supplies, all consumables and equipment used by the Sub-Contractor, travel costs, accommodation expenses and the cost of Staff.

5.23 Unless stated otherwise in Schedule 3 or Schedule 4, the Sub-Contractor must invoice the Head Provider, within 10 days of the end of each month, the Price in respect of the Sub-Contracted Services provided in the preceding month together with any monies owed to the Sub-Contractor in respect of a Local

PART B – SUB-CONTRACT SERVICE CONDITIONS

Incentive Scheme. 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.

- 5.24 The Head Provider must pay each undisputed invoice received in accordance with Condition 5.23 of this Part B within 30 days of receipt of such invoice.
- 5.25 To avoid any doubt, the Sub-Contractor will be entitled to be paid for Sub-Contracted Services delivered during the continuance of:
- 5.25.1 any Significant Incident or Emergency, except as otherwise provided or agreed under SC 30 (*Emergency Preparedness, Resilience and Response*) or this Sub-Contract; and
- 5.25.2 any Event of Force Majeure, except as otherwise provided or agreed under GC 28 (*Force Majeure*).
- 5.26 If the Sub-Contractor breaches any of the thresholds in respect of the Operational Standards, the National Quality Requirements or the Local Quality Requirements the Sub-Contractor must repay to the Head Provider or the Head Provider must deduct from payments due to the Sub-Contractor (as appropriate), the relevant sums as determined in accordance with Schedule 4A (*Operational Standards*) and/or Schedule 4B (*National Quality Requirements*) and/or Schedule 4C (*Local Quality Requirements*) (as appropriate).
- 5.27 The Never Events shall apply to this Sub-Contract and to the provision of the Sub-Contracted Services. Where the words “Commissioner” and/or “Responsible Commissioner” are used in the Never Events Policy Framework they will be interpreted for the purposes of this Sub-Contract as Commissioner and/or Responsible Commissioner and not Head Provider.
- 5.28 Where applicable, the Sub-Contractor must administer all statutory benefits to which the Service User is entitled and within a maximum of 24 Operational Days following receipt of an appropriate invoice the Head Provider must reimburse the Sub-Contractor any statutory benefits correctly administered.
- 5.29 The Sub-Contractor must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Sub-Contracted Services, and must account to whoever the Head Provider reasonably directs in respect of those charges.
- 5.30 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:
- 5.30.1 the Sub-Contractor must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, the Overseas Visitor Charging Guidance and the Who Pays? Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of the Sub-Contracted Services provided to non-EEA national Chargeable Visitors to the Department of Health;
- 5.30.2 if the Sub-Contractor has failed to take all reasonable steps to:

PART B – SUB-CONTRACT SERVICE CONDITIONS

- 5.30.2.1 identify a Chargeable Overseas Visitor; or
- 5.30.2.2 recover charges from the Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations,

the Head Provider will not be liable to make any payment to the Sub-Contractor in respect of any Sub-Contracted Services delivered to that Chargeable Overseas Visitor and where such a payment has been made the Sub-Contractor must refund it to the Head Provider;

- 5.30.3 (subject to Sub-Contract Service Condition 5.30.2) the Head Provider must pay the Sub-Contractor, in accordance with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and Who Pays? Guidance), the appropriate contribution on account for all Sub-Contracted Services delivered by the Sub-Contractor in accordance with this Sub-Contract to any Chargeable Overseas Visitor in respect of whom the Commissioner is the Responsible Commissioner;
- 5.30.4 the Sub-Contractor must refund to the Head Provider any such contribution on account if and to the extent that charges are collected from a Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance);
- 5.30.5 the Sub-Contractor must make full use of existing mechanisms designed to increase the rates of recovery of the cost of the Sub-Contracted Services provided to overseas visitors insured by another EEA state, including the EEA reporting portal for EHIC and S2 activity; and
- 5.30.6 the Head Provider must pay the Sub-Contractor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations, Overseas Visitor Charging Guidance and the Who Pays? Guidance), the appropriate sum for all Sub-Contracted Services delivered by the Sub-Contractor to any overseas visitor in respect of whom that Commissioner is the responsible commissioner and which have been reported through the EEA reporting portal.

5.31 In its performance of this Sub-Contract the Sub-Contractor must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Sub-Contract, the Law and/or Guidance.

5.32 The Sub-Contractor must administer and pay all Patient Pocket Money to which a Service User is entitled to that Service User in accordance with Good Practice and the local arrangements that are in place and the Head Provider must reimburse the Sub-Contractor within 24 Operational Days following receipt of an appropriate invoice any Patient Pocket Money correctly administered and paid to the Service User.

PART B – SUB-CONTRACT SERVICE CONDITIONS

- 5.33 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.
- 5.34 If a Party contests all or any part of any payment calculated in accordance with this Sub-Contract the contesting Party must within 5 Operational Days of receipt by that Party of an invoice in accordance with this Sub-Contract, notify the other Party, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and
- 5.34.1 any uncontested amount must be paid in accordance with this Sub-Contract by the Party from whom it is due; and
- 5.34.2 if the matter has not been resolved within 20 Operational Days of the date of notification under this Sub-Contract Service Condition 5.34, the contesting Party must refer the matter to Dispute Resolution;
- and following the resolution of any Dispute referred to Dispute Resolution in accordance with this this Sub-Contract Service Condition 5.34, insofar as any amount shall be agreed or determined to be payable the Sub-Contractor must immediately issue an invoice or credit note (as appropriate) for such amount. The Sub-Contractor must make any payment due to the Head Provider immediately together with interest calculated in accordance with this Sub-Contract Service Condition 5.35. For the purposes of Sub-Contract Service Condition 5.35 the date the amount was due will be the date it would have been due had the amount not been disputed.
- 5.35 Subject to any express provision of this Sub-Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will be entitled, in addition to any other right or remedy, to receive Interest on any payment not made from the day after the date on which payment was due up to and including the date of payment.
- 5.36 Whenever any sum is due from one Party to another as a consequence of Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.
- 5.37 The Parties must comply with Law and Guidance (including Who Pays? Guidance and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.
- 5.38 Notwithstanding Sub-Contract Service Condition 2, the Sub-Contractor acknowledges the provisions of SC36.50 and, in the event that notice is served on the Head Provider pursuant to those provisions (and provided that such notice has been communicated to the Sub-Contractor and the Head Provider had used all reasonable endeavours to discuss any relevant existing supply agreements of the Sub-Contractor with its Co-ordinating Commissioner), the Sub-Contractor will not be entitled to payment for any item specified in that notice which is purchased and used in breach of such a notice.

Local Quality Requirements and Quality Incentive Scheme (SC37)

PART B – SUB-CONTRACT SERVICE CONDITIONS

- 5.39 The Sub-Contractor (if an NHS Trust or an NHS Foundation Trust) must use all reasonable endeavours to co-operate with NHS Improvement and NHS Supply Chain to implement in full the requirements of the Nationally Contracted Products Programme.
- 5.40 In agreeing the Local Quality Requirements and the Quality Incentive Scheme Indicators before the start of each Contract Year the Parties will ensure that they reflect variations to the Head Contract as relevant to the Sub-Contracted Services.
- 5.41 The text in brackets at the end of SC37.3 shall be deemed deleted for the purposes of this Sub-Contract.

PART C – SUB-CONTRACT GENERAL CONDITIONS

SUB-CONTRACT GENERAL CONDITIONS

1. Subject to the interpretation provisions set out in Principles 3 and 7 and except where specified in this Part C of this Sub-Contract, the NHS Standard Contract General Conditions shall apply to this Sub-Contract and shall be deemed to be incorporated into this Sub-Contract as if they were set out in full below.
2. The following NHS Standard Contract General Conditions shall not apply to this Sub-Contract:

GC1.1; 1.2; 3; 9.26, 10.1; 10.2; 12.2-12.5; 12.10; 13.2; 13.11; 14.4.1; 14.5; 15.8.3; 15.8.7; 15.13; 17.6; 17.9; 21.9.
3. In addition to the NHS Standard Contract General Conditions the following Sub-Contract General Conditions shall apply or the NHS Standard Contract General Conditions shall apply as amended.

Definitions and Interpretations (GC1)

- 3.1 If there is any conflict or inconsistency between the provisions of this Sub-Contract and the NHS Standard Contract the provisions of this Sub-Contract shall take priority over the provisions of the NHS Standard Contract.
- 3.2 If there is any conflict or inconsistency between the provisions of this Sub-Contract that conflict or inconsistency must be resolved according to the following order of priority:
 - 3.2.1 the Sub-Contract Principles;
 - 3.2.2 the Sub-Contract General Conditions;
 - 3.2.3 the Sub-Contract Service Conditions;
 - 3.2.4 the Particulars and Schedules; and
 - 3.2.5 the Sub-Contract Definitions.

Service Commencement (GC3)

- 3.3 Unless otherwise varied by Principle **Error! Reference source not found.**, the Sub-Contractor will begin delivery of the Sub-Contracted Services on the day after the date on which the Head Provider confirms in writing to the Sub-Contractor that delivery of the relevant services are to commence under the Head Contract provided always that such date shall not be before the Expected Service Commencement Date.

Staff (GC5)

- 3.4 The provisions of GC5.13 of the NHS Standard Contract shall also apply to this Sub-Contract if the Head Provider notifies the Sub-Contractor that the Commissioner intends to tender or retender any of the Sub-Contracted Services.

PART C – SUB-CONTRACT GENERAL CONDITIONS

- 3.5 Any indemnity given to the Head Provider by the Sub-Contractor pursuant to GC5.11, 5.12 and 5.14 of the NHS Standard Contract (as incorporated into this Sub-Contract) shall also apply in favour of the Commissioner and the Sub-Contractor shall be deemed to have provided an indemnity in identical terms to the Commissioner.
- 3.6 Sub-Contract General Conditions 3.7 to 3.11 shall only apply where any employees of the Head Provider transfer to the Sub-Contractor or a Third Party Sub-Contractor under TUPE on or before the Service Commencement Date.
- 3.7 The Transferring Employees will transfer to the Sub-Contractor or any Third Party Sub-Contractor under TUPE and/or COSOP on the Service Commencement Date and Sub-Contract General Conditions 3.8 – 3.11 shall apply.
- 3.8 The Head Provider will on or before the Service Commencement Date:
- 3.8.1 discharge all financial obligations owing to the Transferring Employees in respect of the period on or before the Service Commencement Date;
 - 3.8.2 procure that any loans or advances made by the Head Provider to the Transferring Employees before the Services Commencement Date are repaid to it;
 - 3.8.3 account to the proper authority for all PAYE tax deductions, pensions contributions and national insurance contributions payable in respect of the Transferring Employees in the period before the Service Commencement Date; and
 - 3.8.4 pay the Sub-Contractor the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Service Commencement Date.
- 3.9 The Head Provider will comply with its obligations under TUPE and COSOP in relation to the Transferring Employees by operation of TUPE and/or COSOP and will ensure a smooth transfer of the Transferring Employees to the Sub-Contractor or Third Party Subcontractor.
- 3.10 The Head Provider will indemnify and keep indemnified the Sub-Contractor in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Head Provider in relation to the Transferring Employees or relevant Head Provider employees transferring to the Sub-Contractor under Sub-Contract Service Condition 3.11 prior to the Service Commencement Date save for where such act or omission results from complying with the instructions of the Sub-Contractor or Third Party Sub-contractor and save for where the Sub-Contractor or Third Party Sub-contractor fail to comply with its obligations under regulation 13 of TUPE.
- 3.11 If any person who is an employee of the Head Provider who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from the Head Provider to the Sub-Contractor or Third Party Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, the Sub-Contractor or Third Party Sub-contractor must employ that person in accordance with its obligations and duties

PART C – SUB-CONTRACT GENERAL CONDITIONS

under TUPE and shall be responsible for all liabilities arising in respect of any such person from the Service Commencement Date unless the Head Provider offers employment to such person and the offer is accepted.

- 3.12 Sub-Contract General Conditions 3.13 to 3.17 shall only apply where any employees of the Sub-Contractor or a Third Party Sub-Contractor transfer to the Head Provider on or immediately following the expiry or earlier termination of this Sub-Contract in whole or in part.
- 3.13 The Subsequent Transferring Employees will transfer to the Head Provider under TUPE and/or COSOP on the Subsequent Service Transfer Date and Sub-Contract General Conditions 3.13 - 3.17 shall apply.
- 3.14 The Sub-Contractor will or will procure that a Third Party Sub-Contractor will on or before the Subsequent Service Transfer Date:
- 3.14.1 discharge all financial obligations owing to the Subsequent Transferring Employees in respect of the period on or before the Subsequent Service Commencement Date;
 - 3.14.2 procure that any loans or advances made by the Sub-Contractor or a Third Party Sub-Contractor to the Subsequent Transferring Employees on or before the Subsequent Service Transfer Date are repaid to it;
 - 3.14.3 account to the proper authority for all PAYE tax deductions, pensions contributions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period before the Subsequent Service Transfer Date; and
 - 3.14.4 pay the Head Provider the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Service Transfer Date.
- 3.15 The Sub-Contractor will or will procure that a Third Party Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to the Subsequent Transferring Employees and will ensure a smooth transfer of the Subsequent Transferring Employees to the Head Provider.
- 3.16 The Sub-Contractor will or will procure that a Third Party Sub-Contractor will indemnify and keep indemnified the Head Provider in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Sub-Contractor or Third Party Sub-Contractor in relation to the Subsequent Transferring Employees prior to the Subsequent Service Transfer Date save for where such act or omission results from complying with the instructions of the Head Provider and save for where the Head Provider fails to comply with its obligations under regulation 13 of TUPE.
- 3.17 The Sub-Contractor will or will procure that a Third Party Sub-Contractor will indemnify and keep indemnified the Head Provider in relation to any person who is an employee of the Sub-Contractor or Third Party Sub-Contractor who is not a Subsequent Transferring Employee is found to or it is alleged to transfer to the Head Provider under TUPE and/or COSOP.

Contract Management (GC9)

PART C – SUB-CONTRACT GENERAL CONDITIONS

- 3.18 The words “Co-ordinating Commissioner may recommend the Commissioners to withhold or itself withhold (on behalf of all Commissioners)” in GC 9.16 shall be replaced with “Head Provider may withhold”, and the words “instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners)” in GC 9.21.1 shall be replaced with “withhold”.
- 3.19 The last sentence in GC 9.22, GC 9.24 and GC 9.25 shall be deemed deleted for the purposes of this Sub-Contract.

Assignment and Sub-Contracting (GC12)

- 3.20 The approval of any sub-contracting arrangement shall be subject to:
- 3.20.1 the approval of the Commissioner; and
 - 3.20.2 the approval by the Head Provider of the terms of the Third Party Sub-Contract which must be consistent with the terms of this Sub-Contract. The Sub-Contractor confirms and agrees with the Head Provider that the terms of any Third Party Sub-Contract will ensure that the Head Provider can meet all its obligations under the Head Contract to the extent they relate to the Sub-Contracted Services including without limitation those under GC 24.
- 3.21 In relation to any proposed Third Party Sub-Contract the Sub-Contractor must carry out such actions and impose such obligations on any Third Party Sub-Contractor as may be required to enable the Head Provider to comply with its obligations under the Head Contract.
- 3.22 Otherwise than as part of a statutory reorganisation where the Head Provider is a public body, or as part of an intra-group reorganisation where the Head Provider is part of a group of companies, the Head Provider may not transfer or assign all or any of its rights or obligations under this Sub-Contract except with the prior written approval of the Sub-Contractor unless this Sub-Contract expressly states otherwise.

Variations (GC13)

- 3.23 The Sub-Contractor acknowledges that the Head Contract cannot be varied except in accordance with GC13. The Sub-Contractor agrees that:
- 3.23.1 the Sub-Contractor will not seek to vary any element of this Sub-Contract where the corresponding provision in the Head Contract cannot be varied unless the variation is essential to the delivery of the Sub-Contracted Services;
 - 3.23.2 in proposing a Variation or responding to a Variation proposal it must have regard to the Head Provider’s position under the Head Contract;
 - 3.23.3 should any variation be proposed under the Head Contract and that variation impacts on the Sub-Contracted Service the Sub-Contractor must:
 - 3.23.3.1 provide the Head Provider with all information the Head Provider reasonably requires within the timescales requested by the Head

PART C – SUB-CONTRACT GENERAL CONDITIONS

Provider to enable the Head Provider to respond to any variation proposed by the Commissioner; and

3.23.3.2 use all reasonable endeavours to ensure the Head Provider is able to fulfil its obligations under GC13 of the Head Contract to the extent any proposed variation relates to the Sub-Contracted Services.

3.24 If a proposed Variation would or might have the effect of changing the Price the Head Provider and the Sub-Contractor must seek to agree that change in accordance with the principles underpinning the price agreed as at the Effective Date.

3.25 The provisions of GC13.12 of the NHS Standard Contract shall also apply to this Sub-Contract if a proposed Variation could have a cost implication for the Commissioner.

Dispute Resolution (GC14)

3.26 If any Dispute arises under this Sub-Contract and the same or a similar Dispute arises under the Head Contract, and/or if a Dispute arises under the Head Contract and that Dispute relates in any way to this Sub-Contract, the Sub-Contractor or the Sub-Contracted Services:

3.26.1 the Sub-Contractor will, if requested by the Head Provider, negotiate with both the Commissioner and Head Provider and enter into mediation and/or expert determination with both the Commissioner and Head Provider

3.26.2 the Sub-Contractor will provide any assistance reasonably required by the Head Provider in pursuance of a resolution of that Dispute or those Disputes;

3.26.3 the Sub-Contractor agrees to be bound by the resolution agreed or determined under the Head Contract to the extent that it relates in any way to his Sub-Contract, the Sub-Contractor or the Sub-Contracted Services.

Suspension (GC16)

3.27 Where the NHS Standard Contract requires the Sub-Contractor to deliver to the Head Provider all materials, papers, documents and operating manuals owned by the Head Provider this shall be deemed to include any materials, papers, documents and operating manuals owned by the Commissioner and provided to the Sub-Contractor in respect of the Sub-Contracted Services.

Termination (GC17)

3.28 The Sub-Contractor may terminate this Sub-Contract with immediate effect by written notice to the Head Provider:

3.28.1 subject to any express provision of this Sub-Contract to the contrary if at any time the aggregate undisputed amount due to the Sub-Contractor

PART C – SUB-CONTRACT GENERAL CONDITIONS

from the Head Provider exceeds the equivalent of 3 times the average monthly income to the Sub-Contractor under this Sub-Contract and full payment is not made within 20 Operational Days (or 40 Operational Days if the reason for non-payment is due to the failure of the Commissioner to pay the Head Provider under the Head Contract) of receipt of written notice from the Sub-Contractor referring to this Sub-Contract General Condition 3.28 and requiring payment to be made; or

3.28.2 if the Head Provider is in persistent material breach of any of its obligations under this Sub-Contract so as to have a material and adverse effect on the ability of the Sub-Contractor to provide the Sub-Contracted Services, and the Head Provider fails to remedy that breach within 40 Operational Days of the Head Provider's receipt of the Sub-Contractor's written notice identifying the breach; or

3.28.3 if the Head Provider breaches the terms of Sub-Contract General Condition 3.22; or

3.28.4 any warranty given by the Head Provider under GC25.2 as it applies to this Sub-Contract is found to be materially untrue or misleading.

3.29 In addition to the rights of the Head Provider under GC17 as incorporated into this Sub-Contract the Head Provider may terminate this Sub-Contract or any affected Sub-Contracted Service, with immediate effect, by written notice to the Sub-Contractor if:

3.29.1 the Head Contract terminates in whole or part for any reason whatsoever; or

3.29.2 the Head Contract expires and is not renewed for any reason whatsoever; or

3.29.3 the Commissioner directs the Head Provider to remove or replace the Sub-Contractor or terminate this Sub-Contract or any affected Sub-Contracted Service in accordance with the Commissioner's rights under the Head Contract.

Consequence of Expiry or Termination (GC18)

3.30 The provisions of GC18.2 of the NHS Standard Contract shall also apply to this Sub-Contract if the Commissioner procures any terminated Sub-Contracted Services from an alternative provider and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable by the Commissioner to the Head Provider for providing or procuring the provision of the same Sub-Contracted Service.

3.31 Where the NHS Standard Contract requires the Sub-Contractor to return to the Head Provider materials, papers, documents and operating manuals owned by the Head Provider this shall be deemed to include any materials, papers, documents and operating manuals owned by the Commissioner and provided to the Sub-Contractor in respect of the Sub-Contracted Services.

3.32 The words "to the relevant Commissioners" shall be deemed deleted from GC 18.8.2 for the purposes of this Sub-Contract.

PART C – SUB-CONTRACT GENERAL CONDITIONS

Confidential Information of the Parties (GC20)

3.33 Notwithstanding GC20, the Head Provider shall be entitled to disclose information in its possession that relates to this Sub-Contract or its subject matter or any negotiations relating to it or the Sub-Contractor to the Commissioner or other third party as may be required under the Head Contract. The Sub-Contractor acknowledges the further rights of disclosure that the Commissioner or other third party has in relation to such information under the Head Contract.

Patient Confidentiality, Data Protection, Freedom of Information and Transparency (GC21)

3.34 Unless the Sub-Contractor processes Personal Data as a Data Processor then:

3.34.1 in relation to Personal Data processed by the Sub-Contractor for the purposes of delivering the Sub-Contracted Services the Sub-Contractor will be the sole Data Controller; and

3.34.2 in relation to Personal Data required by the Commissioner for the purposes of quality assurance, performance management and contract management, the Commissioner and the Sub-Contractor will be joint Data Controllers.

3.35 The provisions of GC 21.13 of the NHS Standard Contract shall also apply to this Sub-Contract if such information is required by the Commissioner.

3.36 Where the Sub-Contractor is required under this Sub-Contract to process Personal Data as a Data Processor the Sub-Contractor must:

3.36.1 on request, provide to the Head Provider sufficient and appropriate guarantees in respect of its technical and organisational security measures governing the data processing to be carried out, and take reasonable steps to ensure compliance with those measures;

3.36.2 allow the Head Provider or the Commissioner or any person authorised by the Head Provider or by the Commissioner to act on its behalf to access the Sub-Contractor's premises, equipment and Staff to audit and inspect the Sub-Contractor's relevant data handling systems;

3.36.3 process relevant Personal Data only to the extent necessary to perform its obligations under this Sub-Contract, and only in accordance with instructions given by the Head Provider;

3.36.4 take appropriate technical and organisational measures against any unauthorised or unlawful processing of that Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the state of technological development, the nature of the data to be protected and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;

PART C – SUB-CONTRACT GENERAL CONDITIONS

- 3.36.5 take reasonable steps to ensure the reliability of Staff who will have access to Personal Data, and ensure that those Staff are aware of and trained in the policies and procedures identified in GC21.11;
 - 3.36.6 not cause or allow Personal Data to be transferred outside the European Economic Area without the prior consent of the relevant Data Controller (whether the Head Provider or Commissioner) and
 - 3.36.7 impose on any Third Party Sub-Contractors obligations substantially equivalent to the obligations imposed on the Sub-Contractor by this Sub-Contract General Condition 3.36.
- 3.37 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 GC 21.17 of the Head Contract.
- 3.38 GC 21.19 to GC21.21 of the NHS Standard Contract shall only apply to this Sub-Contract where one or both Parties are public bodies and thereby required as a matter of Law or Guidance to publish this Sub-Contract.

Intellectual Property (GC22)

- 3.39 The licence of Provider Deliverables granted by the Provider under GC22.2 of the NHS Standard Contract shall apply in favour of the Commissioners for the purposes set out in GC22.2, and to the Head Provider for the purposes of receiving the Sub-Contracted Services and performing its obligations under the Head Contract.
- 3.40 GC22.3.2 shall 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.
- 3.41 Principle **Error! Reference source not found.** shall not apply to GC22.4, and accordingly the obligations on the Sub-Contractor under GC22.4 apply in favour of the Commissioners and not in favour of the Head Contractor.

Change in Control (GC24)

- 3.42 The Sub-Contractor must inform the Head Provider in writing on and in any event within 5 Operational Days of a Change in Control in the Sub-Contractor.

Third Party Rights (GC29)

- 3.43 Notwithstanding the provisions of GC29.1 of the NHS Standard Contract, the Commissioner shall be entitled to enforce or enjoy the benefit of this Sub-Contract to the extent applicable to the Commissioner and for the avoidance of doubt any third party rights of the Commissioner shall include all rights granted under the Head Contract to the Commissioner to the extent they are relevant to the Sub-Contracted Services.

PART C – SUB-CONTRACT GENERAL CONDITIONS

- 3.44 Should the Head Contract be suspended for any reason and the Commissioner determines at its absolute discretion that the Sub-Contractor should continue to provide the Sub-Contracted Services, the Commissioner shall be entitled to step into the role of the Head Provider under this Sub-Contract until such time as the suspension of the Head Contract ceases, the Head Contract is terminated or the Commissioner requests the suspension of the Sub-Contracted Services.
- 3.45 Should the Head Contract be terminated for any reason and the Commissioner wishes to enter into a contract directly with the Sub-Contractor, the Sub-Contractor must use all reasonable endeavours to enter into such contract with the Commissioner on terms substantially the same as the terms set out in this Sub-Contract promptly following termination of the Head Contract.

PART D – SUB-CONTRACT DEFINITIONS

SUB-CONTRACT DEFINITIONS

1. Subject to the interpretation provisions set out in Principle 3, defined terms in this Sub-Contract (including for the avoidance of doubt the defined terms in the NHS Standard Contract) shall have the same meaning as in the NHS Standard Contract unless otherwise specified below or the context requires otherwise.

2. The following words and phrases have the following meaning for the purposes of this Sub-Contract:

Activity Management Plan shall have the meaning set out in the NHS Standard Contract but the words “in relation to the relevant Commissioners” in paragraph (i) shall be deemed deleted for the purposes of this Sub-Contract

Actual Annual Value for the relevant Contract Year the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of the Sub-Contracted Services delivered in that Contract Year (excluding payments in relation to any Local Incentive Scheme and after any deductions, withholdings or set-off)

Actual Monthly Value for the relevant month the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of the Sub-Contracted Services delivered in that month (excluding payments in relation to any Local Incentive Scheme but before any deductions, withholdings or set-off)

Actual Quarterly Value for the relevant Quarter the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of the Sub-Contracted Services delivered in that Quarter (excluding payments in relation to any Local Incentive Scheme but before any deductions, withholdings or set-off)

Authorised Person the Head Provider, the Commissioner or its authorised representatives, any body or person concerned with the treatment or care of a Service User approved by the Commissioner and/or the Head Provider and (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body

Commissioner the entity identified as such in the Summary of Sub-Contract in the Sub-Contract Particulars and Schedules and where there is more than one commissioner each reference to commissioner shall mean each and every commissioner or a commissioner or the co-ordinating commissioner as the context shall require

PART D – SUB-CONTRACT DEFINITIONS

Derogation	agreement by NHS England that specified provisions within a National Service Specification do not apply on a time-limited basis, pending action being taken by the Head Provider and/or the Sub-Contractor to ensure that, from an agreed date, it can meet all of the requirements of the National Service Specification on an ongoing basis
Expiry Date	the date of expiry of this Sub-Contract
General Condition or GC	any general condition as set out in the NHS Standard Contract
Head Contract	the contract entered into between the Head Provider and the Commissioner on the terms of the NHS Standard Contract
Head Provider	the Party identified as such in the Summary of Sub-Contract in the Sub-Contract Particulars and Schedules
Local Counter Fraud Specialist	the accredited local counter fraud specialist appointed by the Commissioner, the Head Provider or the Sub-Contractor (as appropriate)
Local Security Management Specialist	the accredited local security management specialist appointed by the Commissioner, the Head Provider or the Sub-Contractor (as appropriate)
Material Sub-Contract	shall have the same meaning as Third Party Sub-Contract
Material Sub-Contractor	shall have the same meaning as Third Party Sub-Contractor
National Quality Requirements	the national quality requirements set out in Schedule 4B (National Quality Requirements) of the NHS Standard Contract
Operational Standards	the operational standards set out in Schedule 4A (Operational Standards) of the NHS Standard Contract
Parties in Dispute	the Head Provider and the Sub-Contractor
Price	the price as set out in Schedule 3

PART D – SUB-CONTRACT DEFINITIONS

Prior Approval	the approval by the Commissioner of care or treatment, including diagnostics, to an individual Service User or a group of Service Users prior to referral or following initial assessment
Prior Approval Scheme	a scheme under which the Commissioner gives Prior Approval for treatments and services prior to referral or following initial assessment that may form part of the Sub-Contracted Services required by the Service User following referral
Quality Incentive Scheme Indicator	an indicator or measure of the Sub-Contractor's performance in relation to a Local Incentive Scheme
Referral	the referral of any Service User to the Sub-Contractor which includes referral initiated by or on behalf of the Commissioner, the Head Provider, any Staff or the Service User
Service Commencement Date	the date the Sub-Contracted Services actually commence in accordance with the terms of this Sub-Contract
Service Condition or SC	any service condition as set out in the NHS Standard Contract
Service Specifications/ Sub-Contracted Service Specifications	each of the service specifications set out in Schedule 2A
Service User	a patient or service user for whom the Commissioner has statutory responsibility and who receives Sub-Contracted Services under this Sub-Contract
Service Variation	a Variation proposed by the Head Provider which relates to a Sub-Contracted Service and reflects: (i) the assessment by the Commissioner or Head Provider of Pathway needs, the availability of alternative providers and demand for any Sub-Contracted Services; and/or (ii) the joint assessment of two or more of the Sub-Contractor, the Head Provider and the Commissioner of the quality and clinical viability of the relevant Sub-Contracted Service and the Services Environment; and/or (iii) the likely impact of any transformational need and/or the reconfiguration of a care pathway that might affect the Sub-Contracted Service

PART D – SUB-CONTRACT DEFINITIONS

Sub-Contract	this sub-contract entered into between the Head Provider and the Sub-Contractor, including the Service Conditions, General Conditions and Definitions and Interpretation of the NHS Standard Contract as incorporated into this sub-contract
Sub-Contract Definitions	the definitions as set out in this Part D of this Sub-Contract
Sub-Contract General Conditions	the general conditions as set out in Part C (Sub-Contract General Conditions) of this Sub-Contract
Sub-Contract Service Conditions	the service conditions as set out in Part B (Sub-Contract Service Conditions) of this Sub-Contract
Sub-Contracted Services	the services (and any part of parts of those services) described in each of, or, as the context admits, all of the Sub-Contracted Service Specifications and/or as otherwise provided or to be provided by the Sub-Contractor under and in accordance with this Sub-Contract
Sub-Contractor	the Party identified as such in the Summary of Sub-Contract in the Sub-Contract Particulars and Schedules
Subsequent Service Transfer Date	the point in time, if any, at which services equivalent to the Sub-Contracted Services (either in whole or in part) are first provided by the Head Provider, giving rise to a relevant transfer under TUPE and/or COSOP
Subsequent Transferring Employees	any employee, agent, consultant and/or contractor who immediately before the Subsequent Service Transfer Date is wholly or mainly engaged in the performance of services equivalent to Sub-Contracted Services (either in whole or in part) which are to be undertaken by the Head Provider on and following the Subsequent Service Transfer Date
Suspension Event	shall have the meaning set out in the NHS Standard Contract and the following sub-clause (vii) shall be inserted into the definition – “the Commissioner suspending provision of the Services under the Head Contract and such suspension relates in whole or in part to the Sub-Contracted Services”
Third Party Sub-Contract	any sub-contract entered into by the Sub-Contractor or by any Third Party Sub-Contractor of any level for the purpose of the performance of any obligation on the part of the Sub-Contractor under this Sub-Contract

PART D – SUB-CONTRACT DEFINITIONS

Third Party Sub-Contractor	any sub-contractor, whether of the Sub-Contractor itself or at any further level of sub-contracting under any Third Party Sub-Contract
Transferring Employees	those employees transferring from the Head Provider to the Sub-Contractor or any Third Party Sub-Contractor under TUPE and/or COSOP and listed in Schedule 7A entitled Head Provider Employees