

# NHS Template sub-contract for the provision of clinical services for use with the NHS Standard Contract 2024/25 (Shorter Form)

Sub-contract title:	<i>Phlebotomy Service</i>
Sub-contract ref:	<i>C-2526</i>

Version 2, March 2024 (Sub-contract award process table added to p5)

This template sub-contract should be read in conjunction with the guidance on the NHS standard sub-contract for the provision of clinical services 2024/25 (full length and shorter form versions), which is available on the [NHS Standard Contract web page](#).

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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**

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## SUB-CONTRACT PARTICULARS and SCHEDULES

**Sub-Contract title:** .....Phlebotomy Service.....

**Sub-Contract ref:** .....XX-2526.....

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**; and
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

**Ian Sturges**

**Group Director of Operations**

for and on behalf of

.....  
Title

Coventry and Warwickshire Pathology  
Services, hosted by University Hospitals  
Coventry and Warwickshire

.....  
Date

SIGNED by

.....  
Signature

[insert authorised signatory's name]

for and on behalf of

.....  
Title

[insert Sub-Contractor's name]

.....  
Date

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

**SUB-CONTRACT SUMMARY**

Head Provider	Coventry and Warwickshire Pathology Services, hosted by University Hospitals Coventry and Warwickshire
Sub-Contractor	

(NHS Trusts and NHS Foundation Trusts only) <b>SUB-CONTRACT AWARD PROCESS</b>	<b>PSR direct award process C</b>
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Effective Date <i>See GC2.1</i>	01 April 2025
Expected Service Commencement Date <i>See GC3.1</i>	01 April 2025
Longstop Date <i>See GC4.1 and GC17.5</i>	Not applicable
Sub-Contract Term	24 months commencing on 01 April 2025 (subject to extension under Schedule 1C where applicable)
Head Provider option to extend Sub-Contract Term?	YES <i>(see Schedule 1C which only applies if YES is indicated here)</i>
Notice Period <i>(for termination under GC17.2)</i>  Where notice given by the Head Provider:  Where notice given by the Sub-Contractor:	  <i>3 months</i>  <i>3 months</i>
Details of Head Contract	Commissioner(s): Coventry and Warwickshire ICB  Date: 01 April 2025  Contract Term: 24 months  Services: UHCW NHS Trust Services  Contract Reference: UHCW/ICB/2526

#### **SUB-CONTRACT SERVICES**

<b>Service Categories</b>	<b>Indicate <u>all</u> categories of service which the Sub-Contractor is commissioned to provide under this Sub-Contract.</b>
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	X
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	

Service Categories	Indicate <u>all</u> categories of service which the Sub-Contractor is commissioned to provide under this Sub-Contract.
Continuing Healthcare Services (including continuing care for children) (CHC)	
Patient Transport Services (non-emergency) (PT)	

## GOVERNANCE AND REGULATORY

### CONTRACT MANAGEMENT

Addresses for service of Notices See GC36	Head Provider: CWPS, UHCW NHS Trust  Address: UHCW NHS Trust, Clifford Bridge Road, CV2 2DX  Email: <a href="mailto:ruth.hallett@uhcw.nhs.uk">ruth.hallett@uhcw.nhs.uk</a>
Head Provider Representative(s) See GC10.2	Ruth Hallett  Address: UHCW NHS Trust, Clifford Bridge Road, CV2 2DX Email: <a href="mailto:ruth.hallett@uhcw.nhs.uk">ruth.hallett@uhcw.nhs.uk</a> Tel: 02476 965358

## **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 |
|---|

### **B. Service Commencement:**

1. The service commence on 1<sup>st</sup> of April 2025 which will valid for two years with 2 x 12 months extension subject to agreement between both parties.

2. The service period is subject to review after one year by the Head Provider, in this case the University Hospital Coventry and Warwickshire NHS Trust, as host of the Coventry and Warwickshire Pathology Network, who will determine the suitability of the service and may opt out of the agreement with three months' notice.

### **C. Service Review and Termination Option**

1. The Trust shall conduct a comprehensive review of the phlebotomy service, including an assessment of the geographical coverage and the operational benefits to the Trust, commencing twelve (12) months after the Service Commencement Date.
2. Upon completion of this review, the Trust shall have the sole discretion to determine whether to continue with the service as provided or to terminate the Agreement.
3. If the Trust elects to terminate, it shall provide the Pharmacy with a minimum of ninety (90) calendar days' prior written notice of termination, specifying the termination date.
4. This termination right is granted solely to allow the Trust to ensure that the provision of the phlebotomy service remains aligned with its strategic and operational requirements and to facilitate adjustments based on geographical and service delivery considerations.

### **D Liability and Indemnity**

1. The Pharmacy shall be solely responsible for the performance of the phlebotomy services under this Agreement and warrants that all services will be provided in accordance with applicable laws, professional standards, and regulatory requirements, including but not limited to those set by the Care Quality Commission (CQC) and the General Pharmaceutical Council (GPhC).
2. The Pharmacy shall indemnify and keep indemnified the Trust against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of reputation, and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Trust arising out of or in connection with:
  - a) any breach by the Pharmacy of the terms of this Agreement;
  - b) any negligence, act or omission of the Pharmacy, its employees, agents, or subcontractors in connection with the provision of the services;
  - c) any claim made against the Trust by a third party (including service users) arising from the Pharmacy's provision (or failure to provide) the phlebotomy services.



3. The Pharmacy shall maintain in force appropriate insurance policies with a reputable insurer, including public liability insurance, professional indemnity insurance, and employer's liability insurance (where applicable), with coverage levels reasonably acceptable to the Trust and sufficient to cover any liabilities that may arise under this Agreement. Evidence of such insurance shall be provided to the Trust upon request.
4. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.


**E. TUPE – Not Applicable**

**F. Extension of Sub-Contract Term**

1. The Head Provider may opt to extend the Sub-Contract Term two times by 12 months.
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 8 weeks before the Expiry Date as at the date of the written notice.
1. The option to extend the Sub-Contract Term may be exercised in conjunction with any variation to the Sub-Contract permitted by and in accordance with GC13.
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 SUB-CONTRACT SERVICES**

### **A. Sub-Contract Service Specifications**

<div data-bbox="767 367 828 430"></div> <div data-bbox="694 427 904 486">Phlebotomy Service Spec 2526.docx</div>
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### **B. Indicative Activity Plan**

Not Applicable
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### **G. Other Local Agreements, Policies and Procedures**

Not Applicable
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### **J. Transfer of and Discharge from Care Protocols**

Not Applicable
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### **K. Safeguarding Policies and Mental Capacity Act Policies**

The subcontractor will have safeguarding procedures in place, including how to report safeguarding concerns, and staff will have completed safeguarding training for Children and Young People, and adults at risk of abuse and neglect.
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## SCHEDULE 3 – PAYMENT

The subcontractor will be paid on the basis of activity completed at a price of **£3.40** per patient bled.

The fees payable under this Agreement shall be subject to an annual adjustment to account for inflation. On each anniversary of the Effective Date, the fees shall increase by a percentage equal to the percentage change in the Consumer Price Index (CPI) for United Kingdom as published by office for National Statistics over the preceding 12-month period. If the CPI is discontinued or substantially modified, a comparable index shall be used. Any such adjustment shall be communicated in writing to the Client at least [30] days prior to the anniversary date.

The subcontractor will invoice the head provider on a monthly basis for phlebotomy activity completed during the previous month within 10 working days following the end of the month to which the charges relate.

The invoice should be type written (not handwritten) and contain

- a unique identification number
- your company name, address and contact information
- the company name and address of the customer you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed

The template below can be used and providers ensure that the invoices contain the correct information.



Invoice  
Template.doc

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 may be 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](mailto:accounts.payable@uhcw.nhs.uk)  
[hemanshu.kansara@uhcw.nhs.uk](mailto:hemanshu.kansara@uhcw.nhs.uk)

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

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.

#### **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.

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.

## 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.

### 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	Applicable Service Specification	
1	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		
2	Access (where appointment system)	95% of all phlebotomy patients are offered an appointment within 6 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.		
3	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		
4	Learning From Complaints	Provide a report to summarise:	Demonstration of analysis of complaint trends		

		<p>The number and nature of complaints</p> <p>Resulting actions and improvements</p> <p>Demonstration of learning from complaints and changing practice to prevent recurrence</p>	and data and actions		
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## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **A. Reporting Requirements**

	<b>Report Required</b>	<b>Reporting Period</b>	<b>Format of Report</b>	<b>Timing and Method for delivery of Report</b>
<b>1</b>	Not applicable			
<b>2</b>				
<b>3</b>				

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

### **E. Sub-Contractor Data Processing Agreement**

#### **1. SCOPE**

- 1.1 The Head Provider appoints the Sub-Contractor as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Sub-Contractor must, in addition to its other obligations under this Sub-Contract, comply with the provisions of this Schedule 6E.
- 1.3 This Schedule 6E applies for so long as the Sub-Contractor acts as a Data Processor in connection with this Sub-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 Head Provider is the Data Controller and the Sub-Contractor is the Data Processor. The Sub-Contractor 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 Schedule, 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 Sub-Contractor must inform the Head Provider of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Sub-Contractor must notify the Head Provider immediately if it considers that carrying out any of the Head Provider's instructions would infringe Data Protection Legislation.
- 2.3 The Sub-Contractor must provide all reasonable assistance to the Head Provider in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Head Provider, 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 Sub-Contractor must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6E:



- (a) process that Personal Data only in accordance with Annex A, unless the Sub-Contractor is required to do otherwise by Law. If it is so required the Sub-Contractor must promptly notify the Head Provider 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 Head Provider 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 Sub-Contractor's Staff only process Personal Data in accordance with this Schedule 6E (and in particular Annex A);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Sub-Contractor's Staff who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Sub-Contractor's duties under this paragraph;
    - (B) are subject to appropriate confidentiality undertakings with the Sub-Contractor and any [further] 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 Head Provider or as otherwise permitted by this Sub-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 of the Head Contract.
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Head Provider has been obtained and the following conditions are fulfilled:
  - (i) the Head Provider or the Sub-Contractor has provided appropriate safeguards in relation to the transfer as determined by the Head Provider ;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Sub-Contractor 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 Head Provider and the Commissioners in meeting their obligations); and
- (iv) the Sub-Contractor complies with any reasonable instructions notified to it in advance by the Head Provider with respect to the processing of the Personal Data;
- (e) at the written direction of the Head Provider, delete or return Personal Data (and any copies of it) to the Head Provider on termination of the Data Processing Services and certify to the Head Provider that it has done so within five Operational Days of any such instructions being issued, unless the Sub-Contractor is required by Law to retain the Personal Data;
- (f) if the Sub-Contractor 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 Head Provider 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 Head Provider during any handover arising from the cessation of any part of the Data Processing Services, and if the Head Provider directs the Sub-Contractor to migrate Processor Data to the Head Provider, or to a 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 Head Provider [and the Co-ordinating Commissioner].

2.5 Subject to paragraph 2.6, the Sub-Contractor must notify the Head Provider immediately if, in relation any Personal Data processed in connection with its obligations under this Schedule 6E, 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 Sub-Contractor, the Head 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 Schedule 6E);
- (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 Head Provider or any Commissioner to breach Data Protection Legislation.

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

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

2.8 Taking into account the nature of the processing, the Sub-Contractor must provide the Head Provider with full assistance in relation to either Party's (or any Commissioner'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 Head Provider [and/or the Co-ordinating Commissioner]) including by promptly providing:

- (a) the Head Provider with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Head Provider to enable the Head Provider and/or 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 Head Provider following any Data Loss Event;
- (d) assistance as requested by the Head Provider with respect to any request from the Information Commissioner's Office, or any consultation by the Head Provider or the Co-ordinating Commissioner with the Information Commissioner's Office.

2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Sub-Contractor must allow for audits of its delivery of the Data Processing Services by the Head Provider, the Co-ordinating Commissioner or either'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 Schedule6E, the Sub-Contractor must:

- (a) notify the Head Provider [(and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)] in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Head Provider [(and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)];
- (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 Schedule 6E and in any event includes the requirements set out at GC21.16.3; and
- (e) provide the Head Provider [(and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)] with such information regarding the Sub-processor as the Head Provider [(and if the Head Provider is also a Data Processor regarding the Data Processing Services the relevant Data Controller)] may reasonably require.

2.12 The Sub-Contractor must create and maintain a record of all categories of data processing activities carried out under this Schedule 6E, containing:

- (a) the categories of processing carried out under this Schedule 6E;
- (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 Schedule 6E; and
- (d) a log recording the processing of the Processor Data by or on behalf of the Sub-Contractor 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 Sub-Contractor warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Sub-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 Sub-Contractor 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 Sub-Contractor must assist the Head Provider and 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 Sub-Contractor.

2.16 The Sub-Contractor must take prompt and proper remedial action regarding any Data Loss Event.

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

**SCHEDULE 7 – PENSIONS**

<b>Not Applicable</b>
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**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:

**Commissioner:** the commissioner which is party to the Head Contract.

**General Conditions** and **Service Conditions:** the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract 2024/25 (Shorter Form).

**Head Contract:** the contract between the Commissioner and the Head Provider in the form of the NHS Standard Contract 2024/25 (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:

<b>Authorised Person</b>	the Head Provider is added to the list of Authorised Persons.
<b>Price</b>	the price as set out in Schedule 3.
<b>Referrer</b>	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):** SC4.2, 6.3, 29.1, 36.1 to 36.17 and 39.8.3

**General Conditions (GC):** GC1.1, 1.2, 3, 10.1, 13.2, 13.3 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, 30.5, and (where the term "Commissioner" is used in relation to its being the Responsible Commissioner) 36.19.4

**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 (Patient Safety)	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:**

GC16 (Suspension)	The Head Provider may also suspend the Sub-Contract Services where those services are suspended by the Commissioner under the Head Contract.
GC17.4.1 (Termination)	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).
GC20.3 (Confidential Information)	A new GC20.3.6 is added as follows: "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".
GC21 (Patient Confidentiality, Data Protection, Freedom of Information and Transparency)	<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>

	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.
GC22.2 (Intellectual Property)	<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>
GC29 (Third Party Rights)	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".

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

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
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
GC15.6	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 2024/25 (Shorter Form) Service Conditions]*

## GENERAL CONDITIONS

*[refer to the NHS Standard Contract 2024/25 (Shorter Form) General Conditions]*

