



**Template sub-contract for use with  
the NHS Standard Contract 2017/18  
and 2018/19 (shorter-form)**

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## Template sub-contract for use with the NHS Standard Contract 2017/18 and 2018/19 (shorter-form)

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This template sub-contract should be read in conjunction with the guidance on the NHS standard sub-contract for the provision of clinical services 2017/18 and 2018/19 (full length and shorter-form versions), which is available on the NHS Standard Contract [2017/18 web page](#).

This template sub-contract was republished in August 2017 to change 'GC18' to 'GC16' in Sub-Contract Service Condition 6.4.

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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*

## Sub-Contract Conditions

### Service Conditions

### General Conditions

*Note: the Service Conditions and General Conditions are those of the NHS Standard Contract 2017/18 and 2018/19 (Shorter Form), as published by NHS England (<https://www.england.nhs.uk/nhs-standard-contract/>). They are not replicated in this template Sub-Contract but it is recommended that the parties print out or retain a copy of these for reference since they form part of this Sub-Contract.*

**SUB-CONTRACT PARTICULARS and SCHEDULES**

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

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

as further defined or applied by this Sub-Contract.

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

SIGNED by

.....  
Signature

[insert authorised signatory's name]

for and on behalf of  
[insert head provider name]

.....  
Title

.....  
Date

SIGNED by

.....  
Signature

[insert authorised signatory's name]

for and on behalf of  
[insert sub-contractor name]

.....  
Title

.....  
Date

**SUB-CONTRACT PARTICULARS AND SCHEDULES****CONTRACT SUMMARY**

Sub-Contract Reference	
Effective Date	1 <sup>st</sup> April 2018
Expected Service Commencement Date	1 <sup>st</sup> April 2018
Longstop Date	Not Applicable
Service Commencement Date	1 <sup>st</sup> April 2018
Sub-Contract Term	12 Months
Option to extend Sub-Contract Term?	YES
Notice Period (for termination under GC17.2)	3 Months
Where notice given by the Head Provider:	
Where notice given by the Sub-Contractor:	
Details of Head Contract	<p>Commissioner(s): <b>CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL</b></p> <p>Date: <b>31<sup>st</sup> July 2015</b></p> <p>Contract Term: <b>5 Years (30<sup>th</sup> July 2020)</b></p> <p>Services: <b>INTEGRATED SEXUAL AND REPRODUCTIVE HEALTH SERVICES</b></p>

*Guidance: in respect of termination notice periods, the parties should take account of the relationship with the Head Contract: the notice period for the Head Provider should be shorter than the corresponding period in the Head Contract, to allow the Head Provider to respond to notice given by the Commissioner; conversely, the notice period for the Sub-Contractor should be longer than the corresponding Head Contract period, to allow the Head Provider to give notice if necessary under the Head Contract.*

**SUB-CONTRACT SERVICES**

Continuing Healthcare Services (CHC)	Yes
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	No
End of Life Care Services (ELC)	No
Mental Health and Learning Disability Services (MH)	No
Patient Transport Services (PT)	No
Essential Services? (NHS Trusts only)	NA

**GOVERNANCE AND REGULATORY**

Sub-Contractor's Nominated Individual	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Information Governance Lead	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Caldicott Guardian	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Senior Information Risk Owner	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Accountable Emergency Officer	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Safeguarding Lead	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Child Sexual Abuse and Exploitation Lead	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Mental Capacity and Deprivation of Liberty Lead	[ ] Email: [ ] Tel: [ ]
Sub-Contractor's Freedom To Speak Up Guardian	[ ] Email: [ ] Tel: [ ]

**CONTRACT MANAGEMENT**

Addresses for service of Notices	Head Provider: Cliff Dunbavin Address: First Floor, Becksid e Court, Bradford Road, Batley, WF17 5PW Email: <a href="mailto:Clifford.dunbavin@locala.org.uk">Clifford.dunbavin@locala.org.uk</a>  Sub-Contractor: [ ] Address: [ ] Email: [ ]
Head Provider Representative(s)	Cliff Dunbavin Address: First Floor, Becksid e Court, Bradford Road, Batley, WF17 5PW Email: <a href="mailto:Clifford.dunbavin@locala.org.uk">Clifford.dunbavin@locala.org.uk</a>  Tel: 030 3330 9185
Sub-Contractor Representative	[ ] Address: [ ] Email: [ ] Tel: [ ]

## SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

### A. Conditions Precedent

The Sub-Contractor must provide the Head Provider with the following documents and complete the following actions before the Expected Service Commencement Date:

Not Applicable
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### C. Extension of Contract Term

1. The Head Provider may opt to extend the Sub-Contract Term by [months/year(s)].
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 [*insert period*] before the original Expiry Date.
3. If the Head Provider gives notice to extend the Sub-Contract Term in accordance with paragraph 2 above, the Sub-Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

[**OR** – Not Used]

*Guidance: in respect of the notice period in paragraph 2, any extension option in the Head Contract should be taken into account: if the Commissioner can extend the Head Contract by notice, a shorter notice period should be applied here to allow the Head Provider to respond to an extension of the Head Contract.*

## SCHEDULE 2 – THE SERVICES

### A. Sub-Contract Service Specifications

 Service Specification - Sexu:
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### B. Indicative Activity Plan

Not Applicable
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### D. Essential Services (NHS Trusts only)

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 Policies

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

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### **SCHEDULE 3 – PAYMENT**

<b>Consultation Fee:</b>	£15.00
<b>Pregnancy Test:</b>	£5.00 can only be claimed in relation to an EHC consultation
<b>EHC:</b>	Treatment is reimbursed at cost price (based on the drug tariff or wholesalers list price) plus VAT at the appropriate rate

Payment will be made retrospectively by Community Pharmacy West Yorkshire on a monthly basis on receipt of claims via PharmOutcomes.

**SCHEDULE 4 – QUALITY REQUIREMENTS**

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

**A. Operational Standards and National Quality Requirements**

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All

\* as further described in *Joint Technical Definitions for Performance and Activity 2017/18-2018/19*, available at: <https://www.england.nhs.uk/wp-content/uploads/2015/12/joint-technical-definitions-performance-activity.pdf>

**SCHEDULE 4 – QUALITY REQUIREMENTS**

**C. Local Quality Requirements**

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
<i>[Insert text and/or attach spreadsheet or documents locally]</i>					

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

**A. Reporting Requirements**

Report Required	Reporting Period	Format of Report	Timing and Method for delivery of Report
CPWY PharmOutcomes	Monthly	Standard upload via PharmOutcomes	

**C. Incidents Requiring Reporting Procedure**

Procedures for reporting, investigating, and implementing and sharing Lessons Learned from: Serious Incidents, Notifiable Safety Incidents and Other Patient Safety Incidents
<p><b>Incidents must be reported immediately to the commissioner</b></p>

**SCHEDULE 7 – PENSIONS**

**Not Applicable**

**SCHEDULE 8 – TUPE**

**Not Applicable**

*Guidance: although there is template drafting available, it is recommended that legal advice is sought where there is a possibility that there may be staff transfers either at service commencement or on expiry under TUPE or COSOP.*

## SUB-CONTRACT CONDITIONS

### 1. Operation of this Sub-Contract

- 1.1 The Head Provider has entered into the Head Contract with the Commissioner, 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.
- 1.2 The Service Conditions and General Conditions are incorporated into and form part of this Sub-Contract, as modified under this Sub-Contract, except that:
- 1.2.1 wherever in the Service Conditions or General Conditions there is a reference to the Commissioner (or interactions between a number of Commissioners), for the purposes of this Sub-Contract that reference will be read as referring simply to the Head Provider;
  - 1.2.2 wherever in the Service Conditions or General Conditions there is a reference to the Provider, for the purposes of this Sub-Contract that reference will be read as referring to the Sub-Contractor;
  - 1.2.3 wherever in the Service Conditions or General Conditions there is a reference to any Schedule or the Particulars, for the purposes of this Sub-Contract that will be interpreted as referring to the corresponding element of the Sub-Contract Particulars and Schedules.

and the Service Conditions and General Conditions will be interpreted subject to the further alterations made for the purposes of this Sub-Contract as set out in Conditions 2 and 6.

### 2. Interpretation

- 2.1 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.

- 2.2 Definitions:

**General Conditions** and **Service Conditions**: the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract (Shorter Form) 2017/18 and 2018/19.

**Head Contract**: the contract between the Commissioner and the Head Provider in the form of the NHS Standard Contract 2017/18 and 2018/19 (Shorter Form).

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

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

SUB-CONTRACT CONDITIONS

<i>Term:</i>	<i>12 Months</i>
"this agreement", "this Contract" or "Contract"	(this) Sub-Contract
"Parties"	the Head Provider and Sub-Contractor
"Services"	Sub-Contract Services
"Sub-Contract", "Sub-Contractor", etc.	sub-contract, sub-contractor, etc.

2.5 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 agreement. Any reference to this Sub-Contract includes the Schedules.

2.6 If there is any conflict or inconsistency between the sections of this Sub-Contract, the following order of priority applies:

- 2.6.1 the Sub-Contract Conditions
- 2.6.2 the Sub-Contract Particulars and Schedules
- 2.6.3 the Service Conditions and General Conditions.

**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 GC 17; 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**

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.

**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 with any monies owed to the Sub-Contractor in respect of a Local 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.
- 5.3 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 alterations to the Service Conditions and General Conditions for the purpose of their incorporation into this Sub-Contract are as set out in this Condition 6.

6.2 The following provisions are deleted:

6.2.1 Service Conditions (SC): SC 6.3, 23.5, 28.3, 29.1, 36.1 to 36.26, 36.27A and 38;

6.2.2 General Conditions (GC): GC 1.2, 9.9, 10.1, 13.2 and 13.4.

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

6.3 In the following provisions, references to the Head Provider will not be substituted for references to the "Commissioner" for the purposes of clause 1.2.1, but the provision will, for the purposes of this Sub-Contract, continue to refer to the Commissioner:

6.3.1 Service Conditions (SC): SC 5.1, 23.2, 24.3, 28.5, 30.3, and (where the term "Commissioner" is used in relation to its being the Responsible Commissioner) SC 36.31.3 and 36.31.6;

6.3.2 General Conditions (GC): GC 21.9.2, 21.13, 21.17, 22.4 and 23.3;

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

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.

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



SUB-CONTRACT CONDITIONS

Service Conditions:

SC 36.27	The last sentence of this Condition is deleted, and replaced with: "The Sub-Contractor's liability under this SC 36.27 will not exceed the Head Provider's liability under the equivalent provisions of the Head Contract, or (if less) that proportion of the Head Provider's liability that was caused by the Sub-Contractor's breach of the Operational Standards, National Quality Requirements or Local Quality Requirements".
SC 36.28	This Condition is deleted and replaced with: "If a Never Event occurs, the Head Provider may deduct from payments due to the Sub-Contractor a sum equal to the deductions suffered by the Head Provider under the Head Contract in respect of that Never Event".
SC 33.5	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

GC 13.4	Notwithstanding the deletion of GC 13.4, the Parties acknowledge that the Head Provider must comply with National Variations and that the Head Contract (and consequently this Sub-Contract) may be terminated for non-acceptance of a National Variation, and accordingly the Parties will co-operate to agree to vary this Sub-Contract to the extent necessary to enable the Head Provider to comply with National Variations.
GC 14.2	The words "jointly by NHS Improvement and NHS England (where the Provider is an NHS Trust), or" are deleted.
GC 16	The Head Provider may also suspend the Sub-Contract Services where those services are suspended by the Commissioner under the Head Contract.
GC 17.4.1	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.
GC 20.3	A new GC 20.3.6 is added as follows: "20.3.6 or (where the disclosing Party is the Head Provider) to the extent that the Head Provider is required to disclose such information under the Head Contract".
GC 21.17 and	These Conditions will apply in favour of the Commissioner but will also apply in favour of the Head Provider if the Head Provider is a public body subject to the requirements of FOIA and/or EIR.

SUB-CONTRACT CONDITIONS

21.18	
GC 21.19 to 21.12	These Conditions will only apply if either the Head Provider or the Sub-Contractor is a public body.
GC 22.2	The licence of Sub-Contractor Deliverables granted by the Sub-Contractor under GC 22.2 will apply in favour of the Commissioners for the purposes set out in GC 22.2, and in favour of the Head Provider for the purposes of receiving the Sub-Contracted Services and performing its obligations under the Head Contract.
GC 22.3.2	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.
GC 29	The following text will be added after GC 29.1.6: "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".

Definitions

Authorised Person	the Head Provider is added to the list of Authorised Persons
CQUIN	any references to CQUIN in any applicable definitions are deleted.
Referrer	the Head Provider is added to the entities listed in this definition.
Services	references to the Services will be construed as referring to the Sub-Contract Services

6.5 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
SC 30.2	5 Operational Days (for notification of the activation of the Sub-Contractor's Incident	4 Operational Days

SUB-CONTRACT CONDITIONS

<b>Provision</b>	<b>timescale in the Service Conditions or General Conditions</b>	<b>amended timescale for this Sub-Contract</b>
	Response Plan, etc.)	
SC 36.29	20 Operational Days (for the Head Provider to reimburse statutory benefits)	24 Operational Days
GC 11.4 and 11.5	5 Operational Days (for Sub-Contractor to provide information about Indemnity Arrangements) and 10 Operational Days (to provide evidence of post-termination cover)	4 Operational Days and 8 Operational Days respectively
GC 17.5.4	20 Operational Days (for Sub-Contractor to remedy breach)	16 Operational Days
GC 21.17.3 and 21.17.4	2 Operational Days (for Sub-Contractor to provide a copy of or transfer an FOIA request)	1 Operational Day in each case
GC 21.17.6	5 Operational Days (for Sub-Contractor to provide relevant information)	4 Operational Days

**SERVICE CONDITIONS**

*[refer to the NHS Standard Contract 2017/18 and 2018/19 (Shorter Form) Service Conditions]*

**GENERAL CONDITIONS**

*[refer to the NHS Standard Contract 2017/18 and 2018/19 (Shorter Form) General Conditions]*

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