

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

Title: Locala – Kirklees EHC

Reference: **Kirklees EHC – INSERT PHARMACY NAME AND
ODS CODE**

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PART B: SUB-CONTRACT CONDITIONS

Service Conditions

General Conditions

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contract Title: Locala – Kirklees EHC

Sub-Contract Reference: Kirklees EHC – INSERT PHARMACY NAME AND ODS CODE

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

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

as further defined or applied by this Sub-Contract.

Each Party acknowledges and agrees:

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

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

SIGNED by

Signature:

Title:

INSERT NAME for and on behalf of
Locala Community Partnerships CIC

Date:

SIGNED by

Signature:

Title:

INSERT NAME for and on behalf of
**INSERT PHARMACY NAME AND ODS
CODE**

Date:

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

Sub-Contract Reference	Kirklees EHC – INSERT PHARMACY NAME AND ODS CODE
Head Provider	Locala Community Partnerships CIC
Sub-Contractor	INSERT PHARMACY NAME AND ODS CODE
Effective Date See GC2.1	DD/MM/YYYY
Expected Service Commencement Date See GC3.1	01/04/2022
Longstop Date See GC4.1 and GC17.5	N/A
Sub-Contract Term	xx years, xx months commencing on DD/MM/YYYY (Subject to extension under Schedule 1C where applicable)
Head Provider option to extend Sub-Contract Term?	Yes (see Schedule 1C) by up to 2 years
Notice Period (for termination under GC17.2) Where notice given by the Head Provider: Where notice given by the Sub-Contractor:	3 months 3 months 3 months
Details of Head Contract	Commissioner(s): Kirklees Council Date: 01/04/2022 Contract Term: 5 years Services: Integrated Sexual Health

SUB-CONTRACT SERVICES

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

GOVERNANCE AND REGULATORY

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

CONTRACT MANAGEMENT

<p>Addresses for service of Notices</p> <p>See GC36</p>	<p>Head Provider: Locala Community Partnerships CIC First Floor, Becksid Court Bradford Road Batley WF17 5PW</p> <p>Sub-Contractor: INSERT PHARMACY NAME AND ODS CODE</p> <p>INSERT PHARMACY ADDRESS</p>
<p>Head Provider Representative(s)</p> <p>See GC10.2</p>	<p>Name: Jo Marshall Title: Sexual Health Service Lead Email: jo.marshall@locala.org.uk Telephone: 07870 350707</p>
<p>Sub-Contractor Representative</p> <p>See GC10.2</p>	<p>Name: Title: Email: Telephone:</p>

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
2. [Evidence of CQC registration (where required)]
3. [Evidence of the Provider Licence (where required)]

C. Extension of Contract Term

1. The Head Provider may opt to extend the Sub-Contract Term by up to 2 years.
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 3 months before the original Expiry Date.
3. If the Head Provider gives notice to extend the Sub-Contract Term in accordance with paragraph 2 above, the Sub-Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

SCHEDULE 2 – THE SERVICES**A. Sub-Contract Service Specifications**

Service Specification No.	Locala – Kirklees EHC001 (April 2022)
Service	Sexual Health and EHC Services
Authority Lead	Alison Cotterill
Head Provider Lead	Jo Marshall
Date of Review	April 2025

1. Population Needs**1.1 National/local context and evidence base**

The supply of emergency hormonal contraception (EHC) through community pharmacists has a crucial role in preventing unwanted pregnancies by providing fast, convenient, local access to EHC without an appointment, often out of hours, maximising the effectiveness of EHC by as much as 10% (1). The accessibility of the service will also contribute to reducing teenage pregnancy in Kirklees.

1 Pharmaceutical Journal 2006; 276:583

2. Key Service Outcomes**2.1 Service outcomes.**

To reduce the number of unwanted pregnancies and reduce the rate of termination of pregnancy.

To reduce number of teenage pregnancies.

Reduce spread of sexually transmitted infections (STIs) through the supply of condoms.

3. Scope**3.1 Aims and objectives of service.**

The aim of the service is to increase access to sexual health services in Kirklees to reduce unintended pregnancies and improve sexual health. In addition, the services will increase knowledge of the consequences of risky sexual behavior by providing information and advice as appropriate on sexual health issues including STIs, avoiding unplanned pregnancy, contraception and delaying sex (as appropriate). The service will also improve awareness of the range of sexual health services available in the area.

Specifically, the services will comprise: a consultation, information and advice, signposting to other services, provision of emergency hormonal contraception (EHC), pregnancy testing and provision of condoms.

The Sub-contract allows the Sub-contracted pharmacy to supply Levonorgestrel (LNG) and Ulipristal Acetate (UPA) emergency hormonal contraception to appropriate clients in line with the patient group direction, by accredited pharmacists.

Increase the Public Health role of the community pharmacist and promote multidisciplinary working in relation to sexual health.

3.2 Service description/pathway.

1. The Sub-contract pharmacy will ensure that the service offered is user-friendly, non-judgmental, client centered, young people-friendly and confidential.

Consultation.

2. The consultation must be carried out by a pharmacist who has the relevant knowledge and competencies and has undertaken the appropriate training as specified under "staff" below. The pharmacist must have also read and signed the PGD for the supply of LNG.
3. The complete sexual health consultation must be carried out within a private consultation room separate to the main area of the premises to ensure privacy.
4. Pharmacists will provide a sexual health consultation to clients as part of a holistic service which can provide emergency hormonal contraception pregnancy testing (see Appendix E of this Service Specification) and condoms in line with the specification. PharmOutcomes should be used to structure the consultation and record data.
5. Ulipristal will be given within its licensed indication in line with national guidance. Where levonorgestrel is given, this will be under the PGD.
6. Where EHC is requested, the pharmacist will assess the need and suitability of the client to receive EHC, in line with the PGD and/or service specification. Inclusion and exclusion criteria detailed in the PGD, and service specification will be applied during the provision of the service. Where appropriate, EHC will be supplied free of charge to the client.
7. The pharmacist will normally supervise the administration of the EHC unless a valid reason is given not to administer the EHC at that time, in which case the EHC will be dispensed, and the client informed to take the EHC as soon as possible.
8. Clients will be given advice on:
 - the avoidance of pregnancy and sexually transmitted infections (STIs) through safer sex and condom use,
 - how to use condoms,
 - the use of regular contraceptive methods including long acting reversible (LARC) methods of contraception and the advantages of LARC methods,
 - where and how to access services that provide long-term contraceptive methods.
 - where and how to access STI services,
 - where and how to access further advice and care.
9. Clients should receive age-appropriate information, which could be given in the form of leaflets or signposting to the following websites

[Let's talk about sex! | Sexwise
locala.org.uk/services/sexual-health/](https://www.locala.org.uk/services/sexual-health/)

10. It is intended that condoms are made available to users of the service to ensure a holistic service is in place. Where unprotected sex has taken place, condoms should be offered to reduce ongoing risk of acquiring or transmitting a sexually transmitted infection and to reduce the risk of unplanned pregnancy in the interim period before a client can access contraception or sexual health services, as appropriate.
11. Sub-contracted pharmacies cannot claim for provision of condoms; although stock can be accessed from the Lead Contractor (Locala Integrated Sexual Health Service) through the C-card scheme. Three condoms can be given out per client. Where the client is seeking only supply of condoms, the consultation fee cannot be claimed.
12. Where a pregnancy test is requested and appropriate, it will only be supplied and used as part of an EHC consultation to exclude pregnancy. Where pregnancy testing is carried out on the premises, the protocol in Appendix E of this Service Specification should be followed.
13. The consultation and all the elements of the service received must be recorded on PharmOutcomes.
14. Payments will be made according to Schedule 3 – Payment section of the Sub-contract calculated based on activity recorded on PharmOutcomes.

Referrals.

15. Referrals should be recorded on PharmOutcomes.
16. All clients should be informed that the most effective form of emergency contraception is the emergency intrauterine device (EIUD). Clients who have exceeded the time limit for EHC should be referred to a local service such as Locala Integrated Sexual Health Service or GP as soon as possible for consideration of EIUD.
17. Sub-contractor Pharmacies must refer any client who is identified as unsuitable for the supply of EHC under the PGD or service specification to Locala Integrated Sexual Health Service or a GP.
18. If a referral is made, every effort should be made to contact the GP / Locala Integrated Sexual Health clinic, book an appointment for the client and inform the client of the time and location of the appointment.
19. Sub-contractor Pharmacies should develop and maintain links with community contraceptive services – both Locala Integrated Sexual Health and GP services - to ensure clients can be referred rapidly.

Excluded Clients.

20. Clients excluded from the PGD criteria or service specification will be referred by the Sub-contractor Pharmacy to another service that will be able to assist them as soon as possible e.g., Locala Integrated Sexual Health, GP, or will be invited to purchase the medicine product.
21. If the client is excluded from accessing EHC due to a service specification exclusion the pharmacist cannot claim a consultation fee as this exclusion should have been identified before the consultation.
22. If following consultation, a client is excluded or otherwise unable to access EHC, the Sub-contractor Pharmacy can claim the usual fee for the consultation so long as the advice,

information and referral has been provided to the client as outlined in the PGD and service specification.

Accessibility.

23. The expectation is that the service will be available throughout the sub-contractor Pharmacy's opening hours. The sub-contractor Pharmacy should endeavor to ensure a trained member of staff is always present.
24. Where the Sub-contractor Pharmacy is unable to provide the service, the sub-contractor Pharmacy has a duty to signpost any potential clients to another provider of EHC and sexual health services, convenient to the client. This may be another provider of this Service, a GP or the Lead Contractor (Locala Integrated Sexual Health). Checks should be made if a referral is made to another provider of this service that a trained member of staff is available before the client leaves the premises.
25. All staff working at the premises should be aware of the procedure for dealing with a client who presents at a time when a trained pharmacist is not available. The procedure should be documented and accessible to all staff.

Formulary.

26. The Sub-contracted Pharmacy will hold adequate stocks of EHC – Levonorgestrel 1500mcg and Ulipristal Acetate 30mg - to ensure that clients can immediately access the necessary treatment.

Staff.

27. Sub-contracted pharmacies operating the service must have a contract in place with Locala Community Partnerships CIC, the Lead Contractor to provide the service. This is the Public Health Contract which must be signed by both the Lead Contractor and the sub-contractor Pharmacies.
28. It is the duty of the sub-contracted pharmacy to ensure that all individual pharmacists delivering this service from their premises are fit to practice, suitable to deliver the service and can demonstrate they are competent to deliver the service.
29. The service can only be provided by a pharmacist who has demonstrated they are competent to provide the service by completion of the emergency contraception Declaration of Competence (DoC) (to be completed at least every 2 years). The Declaration of Competence is available on the CPPE website: <https://www.cppe.ac.uk/doc>. Signing the DoC whilst not meeting the competencies may constitute or be treated as a fitness to practice issue. The pharmacy contractor must keep on the pharmacy premises copies of each DoC completed by pharmacists that they employ/engage to deliver the service.
30. Each pharmacist providing the service must have read and signed the current version of the PGD for LNG, must be accredited and signed off to work under it, prior to any supply of medicines. Locala's LNG PGD should be retained at the Sub-contractor Pharmacy premises.
31. The Sub-contracted Pharmacy contractor must ensure that all pharmacy staff, including part-time staff and locum pharmacists, receive appropriate training and are aware of the Service, how it operates including relevant signposting information and referral procedures, to ensure the pharmacy offers an effective, sensitive, and non-judgmental service.

Core competencies.

32. All pharmacists providing the Sexual Health and EHC service have a professional responsibility to develop, reinforce and update their knowledge and skills in the following areas:

- a) Able to communicate with clients appropriately and sensitively.
- b) Able to counsel and advise on emergency contraception and regular methods of contraception.
- c) Understands how to refer clients and when to ask for support and advice.
- d) Understands confidentiality issues and is aware of their role in the process of child protection.
- e) Understands the different types and methods of hormonal and non-hormonal contraception: their use, advantages, failures rates and complications.
- f) Understands the pharmacotherapy for the full range of available medication and appropriate clinical guidance.
- g) Understands and able to apply the medico-legal aspects of EHC provision in accordance with a PGD.
- h) Able to demonstrate knowledge of the clinical content of the relevant PGD(s).

Premises.

33. The Service must be carried out in the consultation room, not over the counter or in another open area of the premises.

34. The Sub-contractor Pharmacy will display a poster promoting the service available within the Sexual Health and EHC Service. It should be displayed in a prominent position in the window. The poster will be provided by the Commissioner or Lead Contractor.

Support for delivery of the service.

35. Locala Community Partnerships will provide PharmOutcomes via Community Pharmacy West Yorkshire to collate activity, document consultation and facilitate payment.

36. Locala will support and advise on the promotion and publicity of the service locally and across the district.

37. Locala will provide up-date information about new or developing sexual health services and any service changes that may occur to continue effective signposting and referrals. Locala will also provide a yearly educational update for pharmacists providing EHC.

38. Locala will ensure sub-contractor Pharmacies have up to date information on where to access resources to deliver the service comprising, condoms and posters advertising services available.

Formal review meetings are not required for this Contract however where there are concerns from either commissioner or provider, ad hoc meetings will be arranged.

Storage of records.

39. The record of consultation must be retained for a minimum of 8 years from the consultation date and for under 18s until the client's 25th birthday or 26th if the young person was 17 years at the time of consultation.

40. If the PGD is superseded, the superseded PGD should be retained, along with a list of those authorised to work under the PGD, until any client who had a supply made under the PGD reaches 25 years old (i.e., retain for a minimum of 12 years).

41. Activity data must be recorded on PharmOutcomes.

Quality indicators

42. Sub-contractor Pharmacies will report in writing, not more than annually, on the findings of their self-assessment using the quality outcomes indicators when requested (see Appendix A of this Service Specification)
43. The service must maintain an effective compliments, concerns and complaints procedure and a critical incident log.
44. The sub-contractor Pharmacy must give users of the service the opportunity to feedback on level of satisfaction with the service. The Co-ordinating Commissioner may request a standard form to be used for this purpose. Any concerns raised or scope for improvement in the service should be reported back to the Co-ordinating Commissioner and Community Pharmacy West Yorkshire.

3.3 Population Covered.

(Residents of Kirklees Council). Please note that non-residence is not an exclusion criteria.

3.4 Any acceptance and exclusion criteria and thresholds.

Children under the age of 13 are legally unable to consent to sexual intercourse and therefore if sex has occurred the following action must occur.

- Details should be obtained and a referral to social care must be made. The healthcare professional should speak to the local safeguarding lead and follow the local safeguarding policy.
- If unprotected intercourse has occurred, consider the benefit of providing EHC in this situation, which will normally outweigh the risks.
- The EHC Service does not have any age restriction.

3.5 Interdependencies with other services.

Pharmacists providing the service must be familiar with and have up to date contact details of other sexual health services in the district, both to signpost clients on where necessary and to make users of the service aware of the choice of sexual health services available locally.

Key services are Locala Integrated Sexual Health, GPs including practices fitting LARCs and GPs providing specialist sexual health services, providers of community testing of HIV.

3.6 Any activity planning assumptions.

None

4. Applicable Service Standards**4.1 Applicable national standards.**

Pharmacists must adhere to relevant professional standards associated with EHC supply and pregnancy testing.

5. Location of Sub-contractor Pharmacy Premises

The Sub-contractor Pharmacy's Premises are located at:

INSERT PHARMACY NAME AND ODS CODE

INSERT PHARMACY ADDRESS

6. Required Insurances

Evidence of appropriate Indemnity Arrangements

APPENDIX A.

Quality Outcomes Indicators

Quality Outcomes Indicators	Threshold	Method of Measurement	Consequence of Breach
The Sub-Contract provider ensures that it is delivering the Service in line with the service specification and PGD and reviews its internal processes on an annual basis.	100%	Self-assessment.	N/A
The Sub-Contract provider can demonstrate that all pharmacists and staff involved in the provision of the Service have the required competencies, signed the declaration of competence and undergone CPD relevant to this Service in order to ensure competence is maintained.	100%	See Authorisation section. Self-assessment.	N/A
The Sub-Contract provider will co-operate with any locally agreed assessment of	100%	Evidence of Provider's consideration of all client suggestions to enhance the service and investigation of	N/A

service-user experience and implement recommendations / respond where practicable.		feasibility with justified decisions for taking forward or not.	
The Sub-Contract provider will keep records of the use of the Service on PharmOutcomes which is auditable.	N/A	Record service provided	N/A

APPENDIX E.

Protocol for Pregnancy Testing

The Medicines and Healthcare Products Regulatory Agency (MHRA) in conjunction with the Department of Health have developed a 'Top Tips' guide for pregnancy testing (March 2008). Access to the full document is available at www.mhra.gov.uk. There had been reports of false results with pregnancy test kits, the following points should be followed to prevent problems occurring:

1. Always follow the manufacturer's instructions that are on the pregnancy kit being used.
2. Ensure that all pregnancy testing kits are stored as per the manufacturer's instructions. Any Pregnancy test kit that is not stored correctly is at risk of damage or may deteriorate and may produce a false result.
3. It is important that care and attention is made to ensure that any samples are not exposed to contamination.
4. A separate room must be used for the purpose of pregnancy testing (see Royal Pharmaceutical Guidelines). This room must be maintained to the highest standards of cleanliness and have adequate lighting so that all results can be seen clearly. A separate sink should also be available.
5. Appropriate protocols and procedures must be in place and followed to ensure that there is no confusion between samples.
6. Pregnancy tests and results should be available on the day of the request.
7. A suspected false positive or negative result must be reported to the manufacturer.

Performing the Pregnancy Test

1. All staff must obtain consent to undertake the pregnancy test.
2. Clients must be made aware of the possible limits in accuracy of the pregnancy test.
3. The pregnancy test result and any further discussion must be documented.
4. A pregnancy test must not be performed before the date of the clients expected period.
5. For clients that have consistently irregular or unpredictable cycles pregnancy tests must not be performed until 3 weeks after unprotected sexual intercourse. Clients that have a negative result and amenorrhea continues should be referred to their GP or other appropriate service.
6. Ensure that you can clearly see that the control line appears, this could be before or after the result. If the control line does not appear discard and use a new test.

7. The result time differs between pregnancy tests it is important to read the test at the time stated on the manufacturer's instructions, if the test is read before or after this may lead to a false result.

Pregnancy Test Result

1. All results should be given in a private consultation room to ensure confidentiality.
2. You must ensure that all results have been read correctly by a trained member of staff. If the result is not what the client expected, it may be necessary to repeat the test or refer to another appropriate primary care service.
3. All clients should be made aware of the STI risks of unprotected sex and signposted to appropriate sexual health services.
4. Clients should also be provided with further information around sexual health promotion.

Positive result:

1. All women that wish to continue with a pregnancy must be advised to book an appointment with their GP, or other appropriate health care provider as soon as possible and provided with information about the importance of antenatal care and how to stay healthy during pregnancy.
2. If a woman has any medical concerns, conditions or is taking medication it may be appropriate to advise them on their options or refer them to another appropriate health care provider.
3. In the case of a positive result for an unplanned pregnancy the client should be advised of their options and signposted/referred to appropriate services that can offer counseling and medical advice.

Negative Result

1. In the case of a negative result the woman should be advised to re-take a pregnancy test within two weeks.
2. For all women that receive a negative result and do not want to conceive information should be provided around contraceptive methods, Long-Acting Reversible Contraception.
3. Young women should be provided with information about delaying sex.
4. Women who express that they have been trying to conceive should be referred to services that can provide information and address issues around infertility.
5. In cases of concern for the health or emotional wellbeing of the client or if they are experiencing any other health concerns, such as abdominal pains, discharge, have missed more than 2 consecutive cycles etc. they must be referred to their GP or other appropriate health care provider.

Staff Training

1. All pharmacists and staff involved in the service must have undergone the appropriate training, which will include:
 - Training on all the pregnancy tests used by the pharmacy.
 - Training updates whenever new Pregnancy Tests are available.

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Not Applicable

J. Transfer of and Discharge from Care Protocols

Not Applicable

K. Safeguarding Policies and Mental Capacity Act Policies

SUB CONTRACTOR TO PLEASE INSERT ANY RELEVANT POLICIES

SCHEDULE 3 – PAYMENT**A. Local Prices****April 2022 to March 2023**

EHC – Pharmacies	Kirklees
Pregnancy test if required	£2.50
Levonorgestrel (Drug)	£5.20
Ulipristal (Drug)	£14.05
Professional consultation	£15.00

April 2023 onwards

EHC – Pharmacies	Kirklees
Pregnancy test if required	£2.50
Levonorgestrel (Drug)	£5.20
Ulipristal (Drug)	£14.05
Professional consultation	£17.67

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

See Appendix A in the Service Specification.

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

A. Reporting Requirements

Report Required	Reporting Period	Format of Report and Method of Delivery
CPWY PharmOutcomes	Monthly	Standard upload via PharmOutcomes

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

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

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

F. Sub-Contractor Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE

Not Applicable

PART B: SUB-CONTRACT CONDITIONS

1. Operation of this Sub-Contract

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

2. Interpretation

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

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

2.3 Definitions:

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

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

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

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

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

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

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

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

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

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

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

3. Commencement and duration

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

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

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

4. Co-operation

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

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

5. Payment

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

5.2 Unless stated otherwise in Schedule 3, the Sub-Contractor must invoice the Head Provider, within 10 days of the end of each month, the Price in respect of the Sub-Contract Services provided in the preceding month together. Each invoice must contain and be accompanied by such information and be addressed to such

individual as the Head Provider may inform the Sub-Contractor from time to time.

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

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

6.1 The following provisions are deleted:

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

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

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

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

6.2.1 will continue to refer to the Commissioner:

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

General Conditions (GC): GC21.13

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

6.2.2 will refer to the Commissioner and the Provider:

General Conditions (GC): 21.18, 22.4, 23.3

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

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

Service Conditions:

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

General Conditions:

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

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

SERVICE CONDITIONS and GENERAL CONDITIONS

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

SERVICE CONDITIONS

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

GENERAL CONDITIONS

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

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