



Template Sub-Contract for use with the NHS Standard Contract (Integrated Care Provider) 2019/20

Provider Name:

Services Provided:

NHS England and NHS Improvement



Template Sub-Contract for use with the NHS Standard Contract (Integrated Care Provider) 2019/20

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Prepared by: Primary Care Strategy and NHS Contracts Group

This template Sub-Contract should be read in conjunction with the guidance on the [Template Sub-Contract NHS Standard Contract (Integrated Care Provider) 2019/20] which is available on the [insert webpage].

Version Control

Version ref	Date	Lead	Comments
0.1			Initial template contract document

CONTENTS

Part A: SUB-CONTRACT PARTICULARS AND SCHEDULES

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM..... 11

A. Conditions Precedent 11

B. Head Provider Documents..... 11

C. Extension of Sub-Contract Term..... 11

D. Key Documents 11

SCHEDULE 2 – THE SUB-CONTRACT SERVICES 12

A. The Population 12

B. The Sub-Contract Area..... 12

C. Sub-Contract Service Specifications..... 12

D. Development Plan for Personalised Care 13

E. Indicative Activity Plan 13

F. Activity Planning Assumptions 13

G. Essential Services (NHS Trusts only) 13

H. Essential Services Continuity Plan (NHS Trusts only) 13

I. Clinical Networks 13

J. Other Local Agreements, Policies and Procedures 14

K. Transition Arrangements 18

L. Transfer of and Discharge from Care Protocols 19

M. Safeguarding Policies and Mental Capacity Act Policies..... 20

SCHEDULE 3 – INTEGRATION ACTIVITIES..... 21

A. Integration Activities 21

B. Integration Goals 21

C. Integrated Practices..... 21

D. Integrated Providers 21

SCHEDULE 4 – PRICE AND PAYMENT22

SCHEDULE 5 – QUALITY REQUIREMENTS.....23

A. Operational Standards.....23

B. National Quality Requirements23

C. Local Quality and Outcomes Requirements.....24

D. Local Quality Incentive Scheme.....25

E. Not Used25

F. Not Used25

SCHEDULE 6 – GOVERNANCE26

A. Documents Relied On26

B1. Not Used26

B2. Not Used26

SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS27

A. Reporting Requirements.....27

B. Data Quality Improvement Plans29

C. Incidents Requiring Reporting Procedure30

D. Service Development and Improvement Plans31

E. Surveys31

F. Not Used32

G. Sub-Contractor Data Processing Agreement32

1. Scope32

2. Data Protection.....32

SCHEDULE 8 – SCHEDULED VARIATIONS.....38

SCHEDULE 9 – STAFF39

SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME44

SCHEDULE 11 – EXIT ARRANGEMENTS45

SCHEDULE 12 – GUARANTEE46

SCHEDULE 13 – LOCAL SYSTEM OPERATING PLAN OBLIGATIONS47

PART B: SUB-CONTRACT CONDITIONS

Service Conditions

[Insert SC] To be added once they are available from NHSE

General Conditions

[Insert GC] To be added once they are available from NHSE

The Service Conditions and General Conditions are those of the NHS Standard Contract (Integrated Care Provider) 2019/20 as published by NHS England.

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 **Service Conditions** and **General 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

Interim Chief Executive Officer

.....
Title

Paul Assinder

for and on behalf of

Dudley Integrated Health and Care NHS Trust

.....
Date

SIGNED by

.....
Signature

[insert authorised signatory's name]

.....
Title

for and on behalf of

[insert Sub-Contractor's name]

.....
Date

PART A: SUB-CONTRACT PARTICULARS and SCHEDULES

CONTRACT SUMMARY

Sub-Contract Reference	RYX-2021-XXX
Date of the Sub-Contract	1 st April 2021
Head Provider	Dudley Integrated Health and Care NHS Trust
Sub-Contractor	XXXXXX
Effective Date	1 st April 2021
Expected Service Commencement Date	
Longstop Date	30 th June 2021
Service Commencement Date	1 st April 2021
Sub-Contract Term	<p>XX years commencing</p> <p>01/04/2021</p> <p>(subject to extension under Schedule 1C where applicable)</p> <p><i>Guidance: it is really important to ensure consistency of the Sub-Contract Term with the term of the Head Contract so do check both the commencement date and expiry date of the Head Contract. Insert the number of years or months in the square brackets and delete as appropriate. The Expiry Date therefore is the end of the term of this Sub-Contract.</i></p>
Expiry Date	<p>**/03/20**</p> <p><i>Guidance: the Expiry Date is the date on which this Sub-Contract will terminate, if it is not extended in accordance with Schedule 1C</i></p>
Option to extend Sub-Contract Term?	NO (see Schedule 1C)
Head Provider Notice Period (for termination under GC23.2)	6 months
Sub-Contractor Notice Period (for termination under GC23.3)	6 months
Break Dates	Not Applicable
Details of Head Contract	<p>Commissioner(s): NHS Dudley Clinical Commissioning Group</p> <p>Date: 1st April 2021</p>

Sub-Contractor Name

	<p>Contract Term: 10 years with option to extend for 5 Years</p> <p>Services: Integrated Care</p> <p>Contract Reference: DUD HC 2021/31 141</p>
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SUB-CONTRACT SERVICES

SUB-CONTRACT SERVICES	
[Healthcare] Service Categories	Indicate <u>all</u> that apply
Accident and Emergency Services (A+E)	
Acute Services (A)	
Cancer Services (CR)	
Community Services (CS)	
Continuing Healthcare Services (CHC)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Radiotherapy Services (R)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
Primary Medical Services (PMS)	
Primary Medical Services (whether or not Primary Medical Essential Services) are to be provided under this Sub-Contract	NO
Core Hours	As defined in the Service Specification
GP Out of Hours Services (OOH)	
Out of Hours Services are to be provided at any Services Environment under this Sub-Contract	NO
Public Health Services (PH)	
Public Health Services are to be provided under this Sub-Contract	NO
Social Care Services (ASC)	
Social Care Services are to be provided under this Sub-Contract	NO
Service Requirements	
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	NO
Prior Approval Response Time Standard	<i>In accordance with the Evidence Based Interventions Policy</i>

Sub-Contractor Name

Is the Sub-Contractor acting as a Data Processor on behalf of the Head Provider for the purposes of this Sub-Contract?	NO
Quality	
Provider type	Independent Provider

GOVERNANCE AND REGULATORY

Nominated Mediation Body	Not Applicable
Sub-Contractor's Nominated Individual	[] Email: [] Tel: []
Sub-Contractor's Information Governance Lead	[] Email: [] Tel: []
Sub-Contractor's Data Protection Officer (if required by Data Protection Legislation)	[] 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 Prevent Lead	[] Email: [] Tel: []
Sub-Contractor's Freedom To Speak Up Guardians	[] Email: [] Tel: [] [] Email: []

Sub-Contractor Name

Tel: []

CONTRACT MANAGEMENT

Addresses for service of Notices	Head Provider: Matthew Gamage Director of Finance, Performance and Digital Brierley Hill Health and Social Care Centre Venture Way Brierley Hill West Midlands DY5 1RU Email: dihc.contracts@nhs.net Tel: 07950 665702 Sub-Contractor: [] Address: [] Email: []
Frequency of Review Meetings	Monthly/Quarterly/Six Monthly
Head Provider Representative(s)	XX Service Lead Brierley Hill Health and Social Care Centre Venture Way Brierley Hill West Midlands DY5 1RU Email: firstname.surname@nhs.net Tel: XX, Contracts Manager Brierley Hill Health and Social Care Centre Venture Way Brierley Hill West Midlands DY5 1RU Email: dihc.contracts@nhs.net Tel:
Sub-Contractor Representative(s)	[] Address: [] Email: [] Tel: []
This Sub-Contract is an NHS contract for the purposes of section 9 of the NHS Act 2006	YES

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 in respect of the Sub-Contractor and any Sub-Sub-Contractor and all premises comprising the Services Environment (where required)
- 3. [Insert text locally as required]

The Sub-Contractor must complete the following actions before the Expected Service Commencement Date:

- 1. Provide Evidence of appropriate Indemnity Arrangements
- 2. Provide Evidence of CQC registration in respect of the Sub-Contractor and any Sub-Sub-Contractor and all premises comprising the Services Environment (where required)

B. Head Provider Documents

Date	Document	Description
Not Applicable		

C. Extension of Sub-Contract Term

NOT USED

D. Key Documents

- 1. List Sub-Contractors (As required)

SCHEDULE 2 – THE SUB-CONTRACT SERVICES

A. The Population

As outlined within the Service Specification

B. The Sub-Contract Area

As outlined within the Service Specification

C. Sub-Contract Service Specifications

Service Specifications		
Reference	Service Specification	Document
001	Service Description	Spec Doc

D. Development Plan for Personalised Care

Not Applicable

E. Indicative Activity Plan

[Insert text locally in respect of one or more Sub-Contract Years or state Not Applicable]

F. Activity Planning Assumptions

[Insert text locally in respect of one or more Sub-Contract Years, or state Not Applicable]

G. Essential Services (NHS Trusts only)

Not Applicable

H. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

I. Clinical Networks

Not Applicable

J. Other Local Agreements, Policies and Procedures

Provider Policies

The table below contains the policies that Sub-Contractors are required to have in place in accordance with the NHS General Conditions (GC) Service Conditions (SC) or other NHS Guidance










Policy	GC or SC Ref (where applicable)	Date of Review	Document / Link
Business Continuity Plan	SC8		
Action plan for 10 data security standards	GC28.4		
Antimicrobial prescribing policy			
Antimicrobial Resistance and Healthcare Associated Infections control policy	SC26.5 - 26.8		
Business Conduct Policy inclusive of managing conflicts of interest in the NHS and declarations register	GC36		
Clinical Audit Annual plan			
CPA and Non CPA Policy	SC4.4.11		
Death of a Service User Policy	SC27		
Dignity at Work policy and procedures			
Due Regard Policy (Public Sector Equality Duty)			
Duty of Candour	SC21		
Emergency Preparedness, Resilience and Response (EPRR Policy) and Action plans	SC25		
Environmental policy (including a Green Plan)	SC26.15 - 26.19		
Equality Analysis Toolkit and process			
Grievance Policy			
Information Governance Policy	GC28		
Information Risk Policy (linked to SIRO)			
Local Access Policy (inc DNA)	SC11.1.17		
Patient Group Directives			
Policy for agreeing to and managing visits by			

Sub-Contractor Name







Policy	GC or SC Ref (where applicable)	Date of Review	Document / Link
celebrities, VIPs and other official visitors Here is a link to the previous BCPFT policy			
Policy for participation in Clinical Networks, National Audit Programmes and Approved Research Studies	SC26.24 - 26.29		
Policy for the Assessment and Treatment for Acute Illness	SC26.9 - 26.11		
Policy for the care of dying people	SC26.30		
Policy relating to arrangements for Pastoral, Spiritual and Cultural Care	26.13-26.14		
Policy relating to food standards, including sales of sugar-sweetened beverages (for patients, visitors and staff)	SC26.21 - 26.22		
Policy relating to the arrangements for urgent access to mental health services, including the identification and operation of places of safety for patients with mental health problems	SC26.1 - 26.4		
Prevent Policy	SC24.1.9		
Raising Concerns, Complaints and Compliments Policy	SC9, SC22		
Records Policy	GC28.15.3		
Recruitment, training and appraisal policy/ies and/or processes			
Risk Management	SC3.1.3		
Service User consent policy	GC4.15		
Smoke free policy	SC20.9		
Whistleblowing Policy	SC9		

Document Title	Date	Document link or copy
NHS Dudley CCG Formulary		http://www.dudleyformulary.nhs.uk/formulary

Sub-Contractor Name

Document Title	Date	Document link or copy
NHS Dudley CCG Evidence Based intervention Commissioning Policy		 2_Evidence Based Intervention Commiss
NHS England Data Security and Protection Requirements.	Published January 2018	 17-18 Data Security and protection requ
NHSE Clinical Guideline for major incidents and mass casualty events	Not applicable	https://www.england.nhs.uk/publication/clinical-guidelines-for-major-incidents-and-mass-casualty-events/
DoHSC_EU Exit Operation Readiness Guidance	Published December 2018	 5_EU Exit operational readiness guidance.pc
Medicines, Prescribing Optimisation Management – Local Agreement	Not Dated	 6_Medicines Prescribing and Optim
Working together to Safeguard Children 2018	Published July 2018	 5_Working Together to Safeguard Children
Protecting Children who move across local Authority Border	Policy date January 2013	 NEW_Protecting children who move ac
Safeguarding Adults Multi-agency Policy & Procedures for the West Midlands	Document Issued November 2019	 WM_Adult_Safeguarding_PP_v20_Nov_20
Safeguarding Adults – Competence Framework	Not dated	 Safeguarding Adults - Competence Framev
Safeguarding Adults – Threshold Guidance	Not dated	 Safeguarding Adults - Threshold Guidance.

Sub-Contractor Name

Document Title	Date	Document link or copy
West Midlands – Adults Position of Trust Framework	Published January 2017	 10_West Midlands PiPot procedures.pdf
NHS England – Prevent Training and Competencies Framework		 Prevent and Competencies Trainin
NHSE Safeguarding Accountability Assurance Framework	Updated June 2015	 NEW_safeguarding-accountability-assuran
Regional – Rape and Sexual Violence Strategic Group Standards	No date	 13_Regional RASSO Standards.pdf
West Midlands – Domestic Violence and Abuse Standards	Published September 2015	 14_WM DV standards_Layout 1.p
West Midlands Domestic Abuse – during COVID-19	No date	 15_West Mids Domestic Abuse - Dur

K. Transition Arrangements

Not Applicable

DRAFT

L. Transfer of and Discharge from Care Protocols

Transfer of and Discharge policies must comply with the following guidance
<https://www.england.nhs.uk/publication/guidance-on-the-nhs-standard-contract-requirements-on-discharge-summaries-and-clinic-letters-and-on-interoperability-of-clinical-it-systems/>

Insert from Service Specification

DRAFT

M. Safeguarding Policies and Mental Capacity Act Policies

Sub-Contractor Policies

Policy	Date of review	Document/link
Bring over from current contract		

Policy	Date of review	Document/link
DIHC - Mental Capacity Act and Deprivation of Liberty Safeguards Policy		
DIHC - Safeguarding Children Practice Policy		
DIHC - Safeguarding Supervision Policy (Child and Adult)		
DIHC - Safeguarding Children's Core Competency Framework		

The Sub-Contractor shall work within the policies included within this schedule and Schedule 6A (Documents Relied On).

SCHEDULE 3 – INTEGRATION ACTIVITIES

A. Integration Activities

Not Applicable

B. Integration Goals

Not Applicable

C. Integrated Practices

Not Applicable

D. Integrated Providers

Not Applicable

SCHEDULE 4 – PRICE AND PAYMENT

Guidance: this Sub-Contract is drafted on the basis that the Price is agreed between the Parties, and the Sub-Contractor invoices the Head Provider monthly in arrears.

This Schedule needs to set out the Price for each of the Sub-Contract Services. Issues to consider including here are set out below.

- *Include details of the information that the Head Provider will require the Sub-Contractor to provide with each invoice.*
- *The Head Provider needs to ensure it receives all the information it requires from the Sub-Contractor in sufficient time to carry out any reconciliation under the Head Contract.*
- *If there is more than one Commissioner, the Parties will need to think about the provision of information in terms of providing separate invoices per Commissioner.*
- *Any adjustments of the Whole Population Annual Payment.*
- *Activity-Based Payments and other payment streams.*
- *Gain/Loss-Share Arrangements.*
- *Local Variations.*
- *Development Plan for Integrated Personal Commissioning*

SCHEDULE 5 – QUALITY REQUIREMENTS

For the avoidance of doubt, the Operational Standards and 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 (as set out in Part A of this Sub-Contract (*Sub-Contract Particulars and Schedules*)) except as expressly varied in this Schedule 5.

A. Operational Standards

The Operational Standards will apply to this Sub-Contract and to the provision of the Sub-Contract Services according to the applicable service category (set out in Part A of this Sub-Contract (Sub-Contract Particulars and Schedules)).

Insert table from current contract

B. National Quality Requirements

The National Quality Requirements will apply to this Sub-Contract and to the provision of the Sub-Contract Services according to the applicable service category (set out in Part A of this Sub-Contract (Sub-Contract Particulars and Schedules)).

Insert table from current contract

Sub-Contractor Name

[Empty rectangular box]

C. Local Quality and Outcomes Requirements

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

Insert table from current contract

D. Local Quality Incentive Scheme

[Insert text or state Not Applicable]
--

E. Not Used

F. Not Used

SCHEDULE 6 – GOVERNANCE

A. Documents Relied On

Documents supplied by Sub-Contractor

Date	Document

Documents supplied by Head Provider

Date	Document

B1. Not Used

B2. Not Used




SCHEDULE 7 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Guidance: this table should reflect the requirements of the Head Contract as relevant to the Sub-Contract Services. Make sure that the timing for delivery of reports enables the Head Provider to comply with its obligations in respect of timings for the various reports set out in the Head Contract. The reports the Head Provider will require from the Sub-Contractor will cover activity, finance, performance against quality requirements and duty of candour, achievement of incentive schemes (if relevant), NHS Safety Thermometer Report, complaints and incidents requiring reporting. Please refer to the Head Contract for details. Where there is more than one Commissioner as party to the Head Contract, if the Sub-Contractor is required to provide any reports in relation to each Commissioner this must be specified. If the Sub-Contractor is to report centrally i.e., to SUS, this must be stated below.

Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report	Application
Insert text contents of current contract				
Make sure you include the safeguarding template from embeds				
Make sure that we include DIHC email address				
Make sure that the activity template does not include ££ and Activity				

Sub-Contractor Name

Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report	Application
Counter Fraud Report*	Quarterly	 DIHC_Counter Fraud Assurance Report.xlsx	Submit the report within 15 operational days from the end of the respective quarter to dihc.contracts@nhs.net	All Services
Quality Assurance Report*	Quarterly	 DIHC_Quality Assurance Report.xlsx	Submit the report within 15 operational days from the end of the respective quarter to dihc.contracts@nhs.net	All Services
Safeguarding Assurance Report* - Small Providers and Care Home Providers shall complete the return annually with submission in June for Safeguarding assurance as required as set out in the template	Annual	 DIHC_Annual Safeguarding Assurar	Submit the report to dihc.contracts@nhs.net	All Services
Contractual Compliance Report * – a summary of the requirements specified in the General Conditions and Service Conditions not covered in the Sub-Contract Schedules			Submit the report to dihc.contracts@nhs.net	All Services

B. Data Quality Improvement Plans

Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date	Consequence
To include the DIHC Outcomes framework requirements				Subject to GC9 (<i>Information Requirements</i>)

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

1. Serious Incidents to be reported and investigated in accordance with **DIHC Serious Incident reporting & Management Policy Adverse Incident & Near Miss Reporting Policy**.
2. Notification to the Head Provider should be within 2 operational days for Sub-Contractors who have access to STEIS or reported to DIHC within 1 operational day for Sub-Contractors who do not have access to STEIS of the incident being reported.
3. All DIHC Serious Incidents should be reported using the attached 'SI Report form' and sent to **dihc.contracts@nhs.net**
4. Root Cause Analysis and action plans for all Serious Incidents to be completed using the attached RCA Investigation Report template within 60 operational days of SI notification.
5. RCA's to be conducted using relevant analytical tools on SIRI.
6. The Sub-Contractor must inform the Head Provider if an extension is required beyond 60 operational days to complete an RCA, indicating reasons why and providing an anticipated RCA completion date.
7. All DIHC Serious Incident related reports should be reported 'RCA Investigation Report' template below to **dihc.contracts@nhs.net**
8. Where possible, the Provider should also invite the DIHC Quality Leads to table top reviews / discussions. Details of dates and times of these meetings should also be sent no later than 5 working dates before the meeting, to **dihc.contracts@nhs.net**
9. Key Quality Expectations of completed RCA's
 - The RCA should promote a culture of learning for the organisation
 - The RCA should outline any training opportunities that are required to support learning
 - The RCA should demonstrate that any lessons learnt are being embedded
 - Action plans implemented following RCA completion should have clear dates for implementation
10. The Quality team will review RCAs using a systemised approach the RCA Review template (attached)
11. The Quality Team will require assurance of the above via the monitoring of completed RCA's and subsequent follow up of action plans.

Sub-Contractor Name

12. The Sub-Contractor and Head Provider must ensure that the processes and principles set out in the Serious Incident Framework are incorporated into their organisational policies and standard operating procedures.
13. The Sub-Contractor must operate an internal system to record, collate and implement learning from all patient safety incidents and will agree to share such information with the commissioner as the commissioner reasonably requires. (This is a requirement under the more general provisions for Lessons Learned under SC 6.7.3)
14. 14. The commissioner shall address any failure by the Sub-Contractor to comply with the requirements specified in Schedule 7A or 7C by using the provisions for Review (GC7) and Contract Management (GC8). However, the Head Provider and Sub-Contractors shall recognise the primary importance of encouraging and supporting the reporting of incidents in order to promote learning and the improvement of patient safety. Incident reports must be welcomed and appreciated as opportunities to improve, not automatic triggers for sanction. Only where the Sub-Contractor fails to report, or does not comply with the specific requirements of Schedule 7A or 7C, or where the reporting of patient safety incidents or SIs identifies a specific breach of contractual terms leading to the incident in question occurring, should the commissioner address these using the formal processes of Review and Contract Management.

Sub-Contractor Policy

D. Service Development and Improvement Plans

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
To include the DIHC Outcomes framework requirements				Subject to GC8 (Contract Management)

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
As described within the Service Specification				

F. Not Used

G. Sub-Contractor Data Processing Agreement

This Schedule only applies where the Provider is acting as a Data Processor

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 7G.
- 1.3 This Schedule 7G 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 7G, including instructions regarding transfers of Personal Data outside the EU 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 7G:

- (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 Staff only process Personal Data in accordance with this Schedule 7G (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Sub-Contractor 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 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 GC28.15 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*);
- (d) not transfer Personal Data outside of the EU 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 in meeting its 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 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.
- 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 7G, 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, or the Head Provider;
 - (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 7G);
 - (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 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 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) 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 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 with the Information Commissioner's Office.

- 2.9 Without prejudice to the generality of GC21 (Inspection and Quality Audit), the Sub-Contractor must allow for audits of its delivery of the Data Processing Services by the Head Provider or the Co-ordinating Commissioner, or the Head Provider's, or Co-ordinating Commissioner's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC15 (Assignment and Sub-Contracting) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC15 (Assignment and Sub-Contracting), before allowing any Sub-processor to process any Personal Data related to this Schedule 7G, the Sub-Contractor must:
- (a) notify the Head Provider in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Head Provider;
 - (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 7G and in any event includes the requirements set out at GC28.20.3 and GC28.21 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*); and
 - (e) provide the Head Provider with such information regarding the Sub-processor as the Head Provider 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 7G, containing:
- (a) the categories of processing carried out under this Schedule 7G;
 - (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 7G; 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 those obligations set out at Article 32 of the GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Sub-Contractor must assist the Head Provider in ensuring compliance with the obligations set out at Article 32 to 36 of the 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 by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Head Provider's obligations to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

**Annex A
Data Processing Services**

Processing, Personal Data and Data Subjects

1. The Sub-Contractor must comply with any further written instructions with respect to processing by the Head Provider.
2. Any such further instructions will be incorporated into this Annex.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Head Provider/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 8 – SCHEDULED VARIATIONS

Not Applicable

SCHEDULE 9 – STAFF

A. Staff Transition and Development Programme

Not Applicable

B. TUPE

1. The Sub-Contractor must comply and must ensure that any Sub-Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Sub-Contractor or that Sub-Sub-Contractor by operation of TUPE and/or COSOP as a result of this Sub-Contract or any Sub-Sub-Contract, and that the Sub-Contractor or the relevant Sub-Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Sub-Contractor must indemnify and keep indemnified the Head Provider and the Commissioner and any previous provider of services equivalent to the Sub-Contract Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Sub-Contractor and/or any Sub-Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Sub-Contractor and/or any Sub-Sub-Contractor to that person's working conditions or any proposed measures on the part of the Sub-Contractor and/or any Sub-Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Sub-Contractor and/or any Sub-Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to, or relying on, any breach of contract arising from any proposed measures on the part of the Sub-Contractor and/or any Sub-Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Sub-Contractor and/or any Sub-Sub-Contractor.
2. If the Head Provider notifies the Sub-Contractor that either the Head Provider or any Commissioner intends to tender or retender any Sub-Contract Services or otherwise requests the relevant information, the Sub-Contractor must within 16 Operational Days following written request (unless otherwise agreed in writing) provide the Head Provider with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Sub-Contract Services. The Sub-Contractor must indemnify and keep indemnified the Head Provider, the Commissioner and, at the Head Provider or Commissioner's request, any new provider who provides any services equivalent to the Sub-Contract Services or any of them, after expiry or termination of this Sub-Contract or termination of a Sub-Contract Service against any Losses in respect any inaccuracy in or omission from the information provided under this paragraph 2.
3. The Sub-Contractor will be responsible for discharging all responsibilities towards all persons employed or engaged by the Sub-Contractor and/or any Sub-Sub-Contractor during the Sub-Contract Term including but not limited to paying salaries, conferring all benefits and making all appropriate tax and national insurance deductions. The Sub-Contractor must, and must ensure that any Sub-Sub-Contractors, indemnify and keep indemnified the relevant Commissioners and/or Head Provider against any losses arising out of a failure by the Sub-

Contractor or any Sub-Sub-Contractor to discharge, or procure the discharge of, all wages, salaries and all other benefits, and all PAYE tax deductions and national insurance contributions arising after the relevant transfer date and relating to any person who transferred to the employment of the Sub-Contractor or any Sub-Sub-Contractor under TUPE and/or COSOP on or after the transfer date.

4. During the 3 months immediately preceding the expiry of this Sub-Contract, or at any time following a notice of termination of this Sub-Contract, or of any Sub-Contract Service being given, the Sub-Contractor must not, and must procure that any Sub-Sub-Contractors do not, without the prior written consent of the Commissioner or Head Provider (such consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service:
 - 4.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service (other than for gross misconduct);
 - 4.2 increase or reduce the total number of people employed or engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service by the Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 4.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service;
 - 4.4 replace or relocate any persons engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service or reassign any of them to duties unconnected with the Sub-Contract Services or the relevant Sub-Contract Service; and/or
 - 4.5 assign or redeploy to the Sub-Contract Services or the relevant Sub-Contract Service any person who was not previously a member of Staff engaged in the provision of the Sub-Contract Services or the relevant Sub-Contract Service.
5. On termination or expiry of this Sub-Contract, or of any Sub-Contract Service, for any reason, the Sub-Contractor must indemnify and keep indemnified the relevant Commissioners, Head Provider and any new provider who provides any services equivalent to the Sub-Contract Services or the relevant Sub-Contract Service after that expiry or termination against any Losses in respect of:
 - 5.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Sub-Contract Services by the Sub-Contractor and/or any Sub-Sub-Contractors before the expiry or termination of this Sub-Contract, or of any Sub-Contract Service, which arise from the acts or omissions of the Sub-Contractor and/or any Sub-Sub-Contractors;
 - 5.2 claims brought by any other person employed or engaged by the Sub-Contractor and/or any Sub-Sub-Contractors who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 5.3 any failure by the Sub-Contractor and/or any Sub-Sub-Contractors to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner, or new provider.

6. Paragraphs 6.1 to 6.5 below will only apply where any employees of the Head Provider transfer to the Sub-Contractor or a Sub-Sub-Contractor under TUPE on or before the Service Commencement Date.
 - 6.1 The Transferring Employees will transfer to the Sub-Contractor or any Sub-Sub-Contractor under TUPE and/or COSOP on the Service Commencement Date and paragraphs 6.2 to 6.5 will apply.
 - 6.2 The Head Provider must on or before the Service Commencement Date:
 - 6.2.1 discharge all financial obligations owing to the Transferring Employees in respect of the period on or before the Service Commencement Date;
 - 6.2.2 procure that any loans or advances made by the Head Provider to the Transferring Employees before the Services Commencement Date are repaid by each relevant Transferring Employee to the Head Provider;
 - 6.2.3 account to the proper authority for all PAYE tax deductions, pensions contributions and national insurance contributions payable in respect of the Transferring Employees in the period before the Service Commencement Date; and
 - 6.2.4 pay the Sub-Contractor the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Service Commencement Date.
 - 6.3 The Head Provider must comply with its obligations under TUPE and COSOP in relation to the Transferring Employees by operation of TUPE and/or COSOP and must ensure a smooth transfer of the Transferring Employees to the Sub-Contractor or any Sub-Sub-Contractor.
 - 6.4 The Head Provider must indemnify and keep indemnified the Sub-Contractor in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Head Provider in relation to the Transferring Employees or relevant Head Provider employees transferring to the Sub-Contractor under paragraph 6.5 below prior to the Service Commencement Date, except where such act or omission results from complying with the instructions of the Sub-Contractor or any Sub-Sub-Contractor and except where the Sub-Contractor or any Sub-Sub-Contractor fails to comply with its obligations under regulation 13 of TUPE.
 - 6.5 If any person who is an employee of the Head Provider who is not a Transferring Employee claims, or it is determined, that their contract of employment has been transferred from the Head Provider to the Sub-Contractor or any Sub-Sub-Contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, the Sub-Contractor or Sub-Sub-Contractor must employ that person in accordance with its obligations and duties under TUPE and must be responsible for all liabilities arising in respect of any such person from the Service Commencement Date, unless the Head Provider offers employment to such person and the offer is accepted.
7. Paragraphs 7.1 to 7.5 below will only apply where any employees of the Sub-Contractor or a Sub-Sub-Contractor transfer to the Head Provider on or immediately following the expiry or earlier termination of this Sub-Contract in whole or in part.
 - 7.1 The Subsequent Transferring Employees will transfer to the Head Provider under TUPE and/or COSOP on the Subsequent Service Transfer Date and paragraphs 7.2 – 7.5 will apply.

- 7.2 The Sub-Contractor must, or must procure that a Sub-Sub-Contractor must, on or before the Subsequent Service Transfer Date:
- 7.2.1 discharge all financial obligations owing to the Subsequent Transferring Employees in respect of the period on or before the Subsequent Service Transfer Date;
 - 7.2.2 procure that any loans or advances made by the Sub-Contractor or a Sub-Sub-Contractor to the Subsequent Transferring Employees on or before the Subsequent Service Transfer Date are repaid to the Sub-Contractor or a Sub-Sub-Contractor;
 - 7.2.3 account to the proper authority for all PAYE tax deductions, pensions contributions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period before the Subsequent Service Transfer Date; and
 - 7.2.4 pay the Head Provider the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Service Transfer Date.
- 7.3 The Sub-Contractor must, or must procure that a Sub-Sub-Contractor must, comply with their respective obligations under TUPE and COSOP in relation to the Subsequent Transferring Employees and must ensure a smooth transfer of the Subsequent Transferring Employees to the Head Provider.
- 7.4 The Sub-Contractor must, or must procure that a Sub-Sub-Contractor must, indemnify and keep indemnified the Head Provider in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Sub-Contractor or Sub-Sub-Contractor in relation to the Subsequent Transferring Employees prior to the Subsequent Service Transfer Date except where such act or omission results from complying with the instructions of the Head Provider and except where the Head Provider fails to comply with its obligations under regulation 13 of TUPE.
- 7.5 The Sub-Contractor must, or must procure that a Sub-Sub-Contractor must, indemnify and keep indemnified the Head Provider in relation to any person who is an employee of the Sub-Contractor or Sub-Sub-Contractor who is not a Subsequent Transferring Employee is found to or it is alleged to transfer to the Head Provider under TUPE and/or COSOP.

C. Pensions

Not Applicable

SCHEDULE 10 - SERVICES ENVIRONMENT DEVELOPMENT PROGRAMME AND IT DEVELOPMENT PROGRAMME

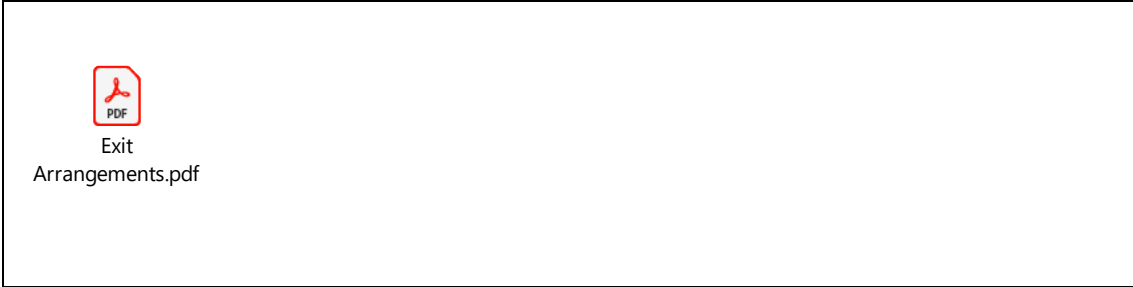
A. Services Environment Development Programme

Not Applicable

B. IT Development Programme

Not Applicable

SCHEDULE 11 – EXIT ARRANGEMENTS



SCHEDULE 12 – GUARANTEE

Not Applicable

SCHEDULE 13 – LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

Not Applicable

DRAFT

PART B: SUB-CONTRACT CONDITIONS

This Schedule is mandated by NHSE and will be amended as required with releases of the NHS Standard contract Sub contracts for the Integrated Care Contract

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 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 Part A of this Sub-Contract (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 Any guidance notes in grey italicised text do not form part of this Sub-Contract.
- 2.2 The Service Conditions and General Conditions 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 Part A of this Sub-Contract (Sub-Contract Particulars and Schedules).
- 2.3 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.

2.4 Definitions:

General Conditions and Service Conditions: the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract (Integrated Care Provider) 2019/20.

Head Contract: the contract between the Commissioner(s) and the Head Provider in the form of the NHS Standard Contract (Integrated Care Provider) 2019/20.

Sub-Contract Services: the services specified in Schedule 2 (*Sub-Contract Services*) of this Sub-Contract.

- 2.5 Except as provided expressly in this Sub-Contract, the rules of interpretation in the Head Contract will apply to this Sub-Contract.
- 2.6 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" or "Co-ordinating Commissioner" or "Commissioners"	Head Provider
"this agreement", "this Contract" or "Contract"	(this) Sub-Contract
"Parties"	the Head Provider and the Sub-Contractor
"Provider"	the Sub-Contractor
"Services"	Sub-Contract Services
"Sub-Contract", "Sub-Contractor", "Material Sub-Contract", "Material Sub-Contractor", etc.	Sub-Sub-Contract, Sub-Sub-Contractor, etc.

2.7 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.

2.8 If there is any conflict or inconsistency between the sections of this Sub-Contract, that conflict or inconsistency will be resolved according to the following order of priority:

- 2.8.1 the Sub-Contract Conditions;
- 2.8.2 the Sub-Contract Particulars and Schedules; and
- 2.8.3 the Service Conditions and General Conditions (each as amended in accordance with the Sub-Contract Conditions),

unless the General Conditions or the Service Conditions expressly state otherwise.

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

Actual Monthly Payment	for the relevant month, the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of all Sub-Contract Services delivered in that month (excluding VAT and payments in relation to any Local Quality Incentive Scheme and after any deductions, withholdings or set-off), as reconciled under GC11 (<i>Payment Terms</i>).
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Authorised Person	the Head Provider, the Commissioner or its authorised representatives, any body or person concerned with the treatment or care of a Service User approved by the Commissioner and/or the Head Provider and (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body.
Best Practice	has the meaning in the Head Contract but will also apply to best practice developed by the Sub-Contractor or any Sub-Sub-Contractor jointly with the Commissioner.
Local Counter Fraud Specialist	the accredited local counter fraud specialist appointed by the Commissioner, the Head Provider or the Sub-Contractor (as appropriate).
Local Security Management Specialist	the accredited local security management specialist appointed by the Commissioner, the Head Provider or the Sub-Contractor (as appropriate).
National Quality Requirements	the national quality requirements set out in Schedule 5B (<i>National Quality Requirements</i>) of the Head Contract (as may be varied by Schedule 5B (<i>National Quality Requirements</i>) of the Sub-Contract).
Never Events Policy Framework	has the meaning in the Head Contract and where the words “Commissioner” and/or “Responsible Commissioner” are used in the Never Events Policy Framework, they will be interpreted, for the purposes of this Sub-Contract, as Commissioner and/or Responsible Commissioner and not Head Provider.
Operational Standards	the operational standards set out in Schedule 5A (<i>Operational Standards</i>) of the Head Contract (as may be varied by Schedule 5A (<i>Operational Standards</i>) of the Sub-Contract).
Price	the price as set out in Schedule 4 (<i>Price and Payment</i>) of this Sub-Contract.
Prior Approval	the approval by the Commissioner of care or treatment, including diagnostics, to an individual Service User or a group of Service Users prior to referral or following initial assessment.

Prior Approval Response Time Standard	the timescale, set out in Part A of this Sub-Contract (<i>Sub-Contract Particulars and Schedules</i>), within which the Commissioner must respond to a requirement for approval for treatment of an individual Service User under a Prior Approval Scheme.
Prior Approval Scheme	a scheme under which one or more Commissioners give Prior Approval for treatments and services prior to referral or following initial assessment that may form part of the Sub-Contract Services required by the Service User following referral.
Subsequent Service Transfer Date	the point in time, if any, at which services equivalent to the Sub-Contract Services (either in whole or in part) are first provided by the Head Provider, giving rise to a relevant transfer under TUPE and/or COSOP.
Subsequent Transferring Employees	any employee, agent, consultant and/or contractor who immediately before the Subsequent Service Transfer Date is wholly or mainly engaged in the performance of services equivalent to Sub-Contract Services (either in whole or in part) which are to be undertaken by the Head Provider on and following the Subsequent Service Transfer Date.
Sub-Sub-Contract	any sub-contract entered into by the Sub-Contractor or any Sub-Sub-Contractor of any level for the purpose of the performance of any obligation on the part of the Sub-Contractor under this Sub-Contract.
Sub-Sub-Contractor	any sub-contractor, whether of the Sub-Contractor itself or at any further level of sub-contracting, under any Sub-Sub-Contract.
Suspension Event	has the meaning set out in the Head Contract and the following sub-clause (x) will be inserted into the definition – “the Commissioner suspending provision of the Services under the Head Contract and such suspension relates in whole or in part to the Sub-Contract Services.”.
Transferring Employees	those employees transferring from the Head Provider to the Sub-Contractor or any Sub-Sub-Contractor under TUPE and/or COSOP.

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 GC23 (Termination);
- 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 must 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 must 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 or duty imposed on the Head Provider under the Head Contract.

5. Payment

- 5.1 The Price will be calculated in accordance with Schedule 4 (Price and Payment).
- 5.2 Unless otherwise stated in Schedule 4 (Price and Payment), the Price:
 - 5.2.1 will be payable with effect from the Service Commencement Date;
 - 5.2.2 will remain fixed during the Sub-Contract Term; and
 - 5.2.3 is the entire price payable by the Head Provider to the Sub-Contractor in respect of the Sub-Contract Services and includes, without limitation, any royalties, licence fees, supplies, all consumables and equipment used by the Sub-Contractor, travel costs, accommodation expenses and the cost of Staff.
- 5.3 Unless stated otherwise in Schedule 4 (Price and Payment), the Sub-Contractor must invoice the Head Provider, within 10 days of the end of each

month, for 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 Quality 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.

- 5.4 The Head Provider must pay each undisputed invoice received in accordance with this section within 30 days of receipt of such invoice.
- 5.5 To avoid any doubt, the Sub-Contractor will be entitled to be paid for the Sub-Contract Services delivered during the continuance of:
- 5.5.1 any Significant Incident or Emergency, except as otherwise provided or agreed under SC25 (Emergency Preparedness, Resilience and Response) or this Sub-Contract; and/or
- 5.5.2 any Event of Force Majeure, except as otherwise provided or agreed under GC37 (Force Majeure).
- 5.6 If the Sub-Contractor breaches any of the thresholds in respect of the Operational Standards, the National Quality Requirements or the Local Quality and Outcomes Requirements, the Sub-Contractor must repay to the Head Provider, or the Head Provider must deduct from payments due to the Sub-Contractor (as appropriate), the relevant sums as determined in accordance with Schedule 5A (Operational Standards), Schedule 5B (National Quality Requirements), and/or Schedule 5C (Local Quality and Outcomes Requirements) and/or Schedule 5D (Local Quality Incentive Scheme).

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 Sub-Contract Condition 6.

*Guidance: certain Service Conditions and General Conditions are omitted because the applicability of such conditions will depend on the particular Sub-Contract Services that are sub-contracted by the Head Provider. In putting together the Sub-Contract Service Specifications, the Head Provider will need to review the following omitted Service Conditions and General Conditions and ensure that where relevant, they are dealt with in the Sub-Contract Service Specifications instead. The provisions in **bold** are not passed down verbatim to the Sub-Contractor, but the Head Provider should ensure that the contribution required from the Sub-Contractor towards the delivery of the requirements set out in those provisions is properly reflected in the Sub-Contract Service Specifications.*

- 6.2 Subject to Sub-Contract Conditions 6.3 and 6.4, the following provisions are deleted:

Service Conditions (SC): 1.8, 2.1 - 2.3, 2.5, **3.2 - 3.5, 4.1 - 4.5, 4.13 - 4.14,** 4.18 - 4.21, 6.1.3, 9.6.1, 9.7, 10.6, 11.1 - 11.7, 11.8, 11.10 - 11.12, 11.14, **14.3 - 14.4, 14.5, 16.4 - 16.6,** 16.10, 16.13, 16.14, 27.2, 28.3 - 28.4, 29.1 - 29.2, 30; and

General Conditions (GC): 1, 2, 3, 5, 6.1, 9.2.2, 11.1 - 11.16, 11.21, 12.1 – 12.15, 13, 15.1A, 15.3.2, 15.4 - 15.5, 16.2, 17.4.1, 17.5, 18.1 - 18.5, 18.7.1.2, 18.7.2.2, 18.9, 19.7, 19.13, 23.6, 24.6, 24.7, 28.25. 28.27,

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

6.3 If the Sub-Contractor is providing Primary Medical Essential Services, the following will continue to apply:

Service Conditions (SC): 2.1 - 2.3, 4.18 - 4.21, 9.6.1, 9.7, 10.6, 11.5, 11.7, 14.4, 16.10, 16.14, 27.2, 28.3 - 28.4, 29.1, 30; and

General Conditions (GC): 9.2.2, 11.21, 15.1A.

6.4 If the Sub-Contractor is providing Out of Hours Services, the following will continue to apply:

Service Conditions (SC): 6.1.3, 9.6.1, 9.7, 14.4, 16.10, 16.14, 27.2, 28.3-28.4, 29.1-29.2, 30.1-30.6; and

General Conditions (GC): 9.2.2, 11.21, 15.1A.

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

6.5.1 will continue to refer to the Commissioner:

Service Conditions (SC): 1.2, 8.1, 14.2, 16.2 and 25.4; and

General Conditions (GC): 28.17, 31.3; and

6.5.2 will refer to the Commissioner and the Provider:

Service Conditions (SC): 8.2 and 10.7; and

General Conditions (GC): 28.22, 29.4, 30.3.

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.

6.6 The following Service Conditions and General Conditions will be amended or will apply as set out or described below:

Service Conditions:

Care Planning and Shared Decision-Making (SC4.12)	The Sub-Contractor must co-operate with requests relating to Education, Health and Care Needs Assessments under SC4.12 whether that request is made directly of the Sub-Contractor or indirectly via the Head Provider.
Commissioner	The Sub-Contractor must ensure that it provides all reasonable

<p>Requested Services/ Essential Services (SC8.1)</p>	<p>assistance to the Head Provider to ensure that the Head Provider is able to comply with its Monitor Licence or its Essential Services Continuity Plan (as applicable).</p>
<p>Referral and Booking (SC11)</p>	<p>The Sub-Contractor acknowledges the provisions of SC11.1 to SC11.4 of the Head Contract and must not, by any act or omission, cause the Head Provider to be in breach of its obligations under these conditions.</p>
	<p>The Sub-Contractor must provide all information as required by the Head Provider regarding relevant Sub-Contract Services and appointment slots in such manner to enable the Head Provider to comply with its obligations under SC4.17.5 (<i>Patient Choice</i>) and SC11.6 (<i>Booking of appointments: [[Healthcare] Services other than Primary Medical Services]</i>).</p>
<p>Public Involvement and Surveys (SC14)</p>	<p>The Sub-Contractor must give all members of the Population the opportunity to provide feedback about the [Healthcare] Services through the Friends and Family Test, in accordance with direction 53 (<i>Friends and family test</i>) of the Directions (in relation to Primary Medical Services) and FFT Guidance, using all reasonable endeavours to maximise the number of responses from Service Users. The Provider must report the results of completed Friends and Family Tests to the Provider.</p>
<p>Service User Health Records (SC16)</p>	<p>The words “for whom that Commissioner is responsible” will be deemed deleted from SC16.2.1 and 16.2.2 for the purposes of this Sub-Contract.</p> <p>SC16.4 is amended as follows:</p> <p>“16.4 The Sub-Contractor acknowledges that under the Head Contract, in order to deliver the Services effectively and efficiently, the Head Provider must ensure that Service User Health Records are maintained on electronic systems. The Sub-Contractor must ensure that its systems:</p> <ul style="list-style-type: none"> 16.4.1. enable all Staff engaged in delivering care or treatment to record updated clinical information about Service Users as soon as it becomes available; and 16.4.2. are fully inter-operable across the Sub-Contract Services, so that comprehensive, up-to-date information about any Service User in relation to their care or treatment is available electronically at any time to Staff engaged in delivering any part of that care or treatment.”

<p>Duty of Candour (SC21)</p>	<p>Notwithstanding any other provision of this Sub-Contract, if an incident requiring reporting or a Notifiable Safety Incident occurs, the Sub-Contractor must inform the Head Provider within 3 Operational Days of the occurrence or immediately if a death or serious injury results and must keep the Head Provider up to date with all developments and subsequent actions the Sub-Contractor takes and must take all reasonable actions as directed by the Head Provider.</p>
<p>Emergency Preparedness, Resilience and Response (SC25)</p>	<p>SC25.5.2 and 25.8.1 will not apply if the Commissioner exercises its rights to require the Head Provider to suspend the Sub-Contract Services.</p>

General Conditions:

<p>Contract Management (GC8)</p>	<p>GC8.16 will be amended as follows: the words “Co-ordinating Commissioner may recommend the Commissioners to withhold or itself withhold (on behalf of all Commissioners)” will be replaced with “Head Provider may withhold”; and</p> <p>GC8.21.1 will be amended as follows: the words "instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners)" will be replaced with "withhold".</p>
	<p>The last sentence in each of GC8.22, GC8.24 and GC8.25 will be deemed deleted for the purpose of this Sub-Contract.</p>
<p>Information Requirements (GC9)</p>	<p>Information to be provided by the Sub-Contractor under GC9 and Schedule 7A (<i>Reporting Requirements</i>) must be provided to the Head Provider in aggregated form or disaggregated form as the Head Provider may direct.</p>
	<p>Any obligations to report to SUS are outside the terms of this Sub-Contract unless expressly stated otherwise in this Sub-Contract.</p>
	<p>The words “instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners)” in GC9.8.2 and GC9.9 will be replaced with “withhold”.</p>
<p>The paragraph after GC9.12.3 is deemed deleted for the purposes of this Sub-Contract.</p>	

<p>Monitoring Activity (GC10)</p>	<p>The Sub-Contractor must adhere to any Referral and treatment protocols that may be agreed between the Head Provider and the Commissioner and which are relevant to the Sub-Contract Services and notified to the Sub-Contractor by the Head Provider.</p>
<p>Payment Terms (GC11)</p>	<p>For the purpose of this Sub-Contract, the term “WPAP” in GC11.19 means “Price”.</p>
<p>Assignment and Sub-Contracting (GC15)</p>	<p>The Sub-Contractor acknowledges that any approval by the Head Provider of any sub-contracting arrangement proposed by the Sub-Contractor is subject to:</p> <ul style="list-style-type: none"> • the prior approval of the Commissioner; and • the approval by the Head Provider of the terms of the Sub-Sub-Contract, which must be consistent with the terms of this Sub-Contract. The Sub-Contractor confirms and agrees with the Head Provider that the terms of any Sub-Sub-Contract must ensure that the Head Provider can meet all its obligations under the Head Contract to the extent they relate to the Sub-Contract Services including without limitation those under GC33 (<i>Change in Control</i>).
	<p>The Sub-Contractor is prohibited from further sub-contracting its obligations under the Sub-Contract to the extent that they relate to the provision of Primary Medical Services.</p>
	<p>The Sub-Contractor must not assign, novate, delegate, transfer or otherwise dispose of any of its rights or obligations or duties under the Sub-Contract without the approval of the Commissioner and (if and to the extent that those rights or obligations or duties relate to Primary Medical Services) NHS England.</p>
	<p>In relation to any proposed Sub-Sub-Contract, the Sub-Contractor must carry out such actions and impose such obligations on any Sub-Sub-Contractor as may be required to enable the Head Provider to comply with its obligations under the Head Contract.</p>
	<p>Except as part of a statutory reorganisation where the Head Provider is a public body, or as part of an intra-group reorganisation where the Head Provider is part of a group of companies, the Head Provider may not transfer or assign all or any of its rights or obligations under this Sub-Contract except with the prior written approval of the Sub-Contractor unless this Sub-Contract expressly states otherwise.</p>

<p>Variations (GC16)</p>	<p>The Sub-Contractor acknowledges that the Head Contract cannot be varied except in accordance with GC16. The Sub-Contractor agrees that:</p> <ul style="list-style-type: none"> • the Sub-Contractor will not seek to vary any element of this Sub-Contract where the corresponding provision in the Head Contract cannot be varied; • in proposing a Variation or responding to a Variation proposal it must have regard to the Head Provider's position under the Head Contract; • should any variation be proposed under the Head Contract and that variation impacts on the Sub-Contract Service the Sub-Contractor must: • provide the Head Provider with all information the Head Provider reasonably requires within the timescales requested by the Head Provider to enable the Head Provider to respond to any variation proposed by the Commissioner; and • use all reasonable endeavours to ensure the Head Provider is able to fulfil its obligations under GC16 of the Head Contract to the extent any proposed variation relates to the Sub-Contract Services.
	<p>The Parties acknowledge and agree that the Head Provider may require a Variation to the Sub-Contract Service Specifications where the Sub-Contractor is persistently or materially failing to meet:</p> <ul style="list-style-type: none"> • any Operational Standard or National Quality Requirement; • any Local Quality and Outcomes Requirement; and/or • any other material obligation on its part under this Sub-Contract.
<p>Dispute Resolution (GC17)</p>	<p>If any Dispute arises under this Sub-Contract and the same or a similar Dispute arises under the Head Contract, and/or if a Dispute arises under the Head Contract and that Dispute relates in any way to this Sub-Contract, the Sub-Contractor or the Sub-Contract Services:</p> <ul style="list-style-type: none"> • the Sub-Contractor will, if requested by the Head Provider, negotiate with both the Commissioner and Head Provider and enter into mediation and/or expert determination with both the Commissioner and Head Provider

Sub-Contractor Name

	<ul style="list-style-type: none">• the Sub-Contractor must provide any assistance reasonably required by the Head Provider in pursuance of a resolution of that Dispute or those Disputes; and• the Sub-Contractor agrees to be bound by the resolution agreed or determined under the Head Contract to the extent that it relates in any way to this Sub-Contract, the Sub-Contractor or the Sub-Contract Services and the Sub-Contract shall be deemed varied as though the Parties had agreed to a Variation in accordance with GC16 (<i>Variations</i>).
Suspension (GC22)	Where the Sub-Contractor is required to deliver to the Head Provider all materials, papers, documents and operating manuals owned by the Head Provider this will be deemed to include any materials, papers, documents and operating manuals owned by the Commissioner and provided to the Sub-Contractor in respect of the Sub-Contract Services.
Termination (GC23)	<p>The Sub-Contractor may terminate this Sub-Contract with immediate effect by written notice to the Head Provider:</p> <ul style="list-style-type: none">• subject to any express provision of this Sub-Contract to the contrary if at any time the aggregate undisputed amount due to the Sub-Contractor from the Head Provider exceeds the equivalent of 3 times the average monthly income to the Sub-Contractor under this Sub-Contract and full payment is not made within 20 Operational Days (or 40 Operational Days if the reason for non-payment is due to the failure of the Commissioner to pay the Head Provider under the Head Contract) of receipt of written notice from the Sub-Contractor referring to this paragraph and requiring payment to be made; or• if the Head Provider is in persistent material breach of any of its obligations under this Sub-Contract so as to have a material and adverse effect on the ability of the Sub-Contractor to provide the Sub-Contract Services, and the Head Provider fails to remedy that breach within 40 Operational Days of the Head Provider's receipt of the Sub-Contractor's written notice identifying the breach; or• if the Head Provider breaches the terms of GC15 (<i>Assignment and Sub-Contracting</i>) in relation to transfer or assignment of its rights or obligations; or• if any warranty given by the Head Provider under GC34.2 (<i>Warranties</i>) as it applies to this Sub-Contract is found to be materially untrue or misleading.
	In addition to the rights of the Head Provider under GC23 as

	<p>incorporated into this Sub-Contract the Head Provider may terminate this Sub-Contract or any affected Sub-Contract Service, with immediate effect, by written notice to the Sub-Contractor if:</p> <ul style="list-style-type: none"> • the Head Contract terminates in whole or part for any reason whatsoever; or • the Head Contract expires and is not renewed for any reason whatsoever; or <p>the Commissioner directs the Head Provider to remove or replace the Sub-Contractor or terminate this Sub-Contract or any affected Sub-Contract Service in accordance with the Commissioner's rights under the Head Contract.</p>
<p>Consequence of Expiry or Termination (GC24)</p>	<p>Where the provisions of GC24.6 apply, as a consequence (in part or in full) of the Sub-Contractor's breach of this Sub-Contract, the Head Provider will be entitled to recover from the Sub-Contractor a proportionate sum of its Losses in accordance with GC14.2 (<i>Liability and Indemnity</i>).</p>
	<p>Where the Head Contract requires the Sub-Contractor to return to the Head Provider materials, papers, documents and operating manuals owned by the Head Provider this will be deemed to include any materials, papers, documents and operating manuals owned by the Commissioner and provided to the Sub-Contractor in respect of the Sub-Contract Services.</p>
	<p>The words "to the relevant Commissioners" will be deemed deleted from GC24.5.2 for the purpose of this Sub-Contract.</p>
<p>Confidential Information of the Parties (GC27)</p>	<p>Notwithstanding GC27, the Head Provider will be entitled to disclose information in its possession that relates to this Sub-Contract or its subject matter, or any negotiations relating to it or the Sub-Contractor, to the Commissioner or other third party as may be required under the Head Contract. The Sub-Contractor acknowledges the further rights of disclosure that the Commissioner or other third party has in relation to such information under the Head Contract.</p>
<p>Intellectual Property (GC29)</p>	<p>GC29.3.2 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>Third Party Rights (GC38)</p>	<p>Notwithstanding the provisions of GC38.1, of the Head Contract the Commissioner will be entitled to enforce or enjoy the benefit of this Sub-Contract to the extent applicable to the Commissioner and for the avoidance of doubt any third party rights of the Commissioner will include all rights granted under the Head Contract to the Commissioner to the extent they are relevant to the Sub-Contract Services.</p>
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6.7 The following time periods are amended as set out below in order to allow for related actions under the Head Contract:

6.8

<p>Provision</p>	<p>Timescale in the Service Conditions or General Conditions</p>	<p>Amended timescale for this Sub-Contract</p>
<p>SC9.4.8</p>	<p>20 Operational Days (for Sub-Contractor reporting following review of staffing requirements)</p>	<p>16 Operational Days</p>
<p>SC18.2</p>	<p>5 Operational Days (for Sub-Contractor providing copies of procedures and protocols implemented) 5 Operational Days (for Head Provider providing copies of procedures and protocols implemented)</p>	<p>4 Operational Days 6 Operational Days</p>
<p>SC24.6</p>	<p>10 Operational Days (for Sub-Contractor providing evidence that it is addressing safeguarding concerns)</p>	<p>8 Operational Days</p>
<p>SC25.2</p>	<p>5 Operational Days (for Sub-Contractor to notify the Head Provider of the activation of its Incident Response Plan and Business Continuity Plan, and/or any risk, or any actual disruption, to CRS or Essential Services)</p>	<p>4 Operational Days</p>
<p>GC9.8.2 and GC9.9</p>	<p>5 Operational Days (for the Sub-Contractor to rectify an Information Breach)</p>	<p>4 Operational Days</p>
<p>GC9.10</p>	<p>10 Operational Days (for the Head Provider to pay the Sub-Contractor)</p>	<p>12 Operational Days</p>

Sub-Contractor Name

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
GC10.11	1 month (for the Head Provider to give notice)	3 weeks
GC11.17	20 Operational Days (for the Head Provider to reimburse statutory benefits)	24 Operational Days
GC11.22	20 Operational Days (for the Head Provider to reimburse statutory benefits)	24 Operational Days
GC14.4	5 Operational Days (for the Sub-Contractor to provide evidence of Indemnity Arrangements)	4 Operational Days
GC14.8	3 months prior to the expiry of, or 10 Operational Days following the date of notice or agreement to terminate, the Sub-Contract (for the Sub-Contractor to provide evidence)	14 weeks / 8 Operational Days
GC16.9	10 Operational Days (for the Head Provider to respond to a draft Variation Agreement) 10 Operational Days (for the Sub-Contractor to respond to a draft Variation Agreement)	12 Operational Days 8 Operational Days
GC16.11	10 Operational Days (for the Head Provider to serve written notice) 10 Operational Days (for the Sub-Contractor to serve written notice)	12 Operational Days 8 Operational Days
GC21.4	10 Operational Days (for the Sub-Contractor to send results of audit etc.)	8 Operational Days
GC21.8	10 Operational Days (for the Head Provider to give notice)	8 Operational Days
GC23.5	3 months (for the Head Provider to terminate)	10 weeks

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
GC23.6.2	40 Operational Days (for the Sub-Contractor to terminate the Sub-Contract)	48 Operational Days
GC23.7.6	40 Operational Days (for the Head Provider to terminate the Sub-Contract)	32 Operational Days
GC28.24.1	2 Operational Days (for the Sub-Contractor to provide information)	1 Operational Day
GC28.24.3	2 Operational Days (for the Sub-Contractor to provide a copy of the response)	1 Operational Day
GC28.24.4	2 Operational Days (for the Sub-Contractor to transfer a request)	1 Operational Day
GC28.24.6	5 Operational Days (for the Sub-Contractor to provide information)	4 Operational Days
GC31.6	5 Operational Days (for the Sub-Contractor to allow access)	4 Operational Days
GC37.2	5 Operational Days (for the Sub-Contractor to serve a more detailed notice) 5 Operational Days (for the Head Provider to serve a more detailed notice)	4 Operational Days 6 Operational Days

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