

NHS Template sub-contract for the provision of clinical services for use with the NHS Standard Contract 2025/26 (Full Length)

Sub-contract title:	<i>ENT Out Patient Insourcing – Urgent Award</i>
Sub-contract ref:	<i>MWL/LH/SS/ENT/INS/30102025</i>

Version 1, April 2025

This template sub-contract should be read in conjunction with the guidance on the NHS standard sub-contract for the provision of clinical services 2025/26 (full length and shorter-form versions), which is available on the [NHS Standard Contract web page](#).

This template sub-contract is a template only and should be populated by the Head Provider following receipt of appropriate legal advice.

Guidance notes are shown in italics and should be deleted by the Head Provider before the sub-contract is issued to the sub-contractor.

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Note: some schedules or parts are intentionally omitted in order to maintain the same numbering between this Sub-Contract and the Head Contract.

PART B: SUB-CONTRACT CONDITIONS

Service Conditions

General Conditions

Note: the Service Conditions and General Conditions are those of the NHS Standard Contract 2025/26 (Full Length) as published by NHS England (<https://www.england.nhs.uk/nhs-standard-contract/>). They are not replicated in this template Sub-Contract but they do form part of this Sub-Contract and the Parties should therefore be aware of the provisions relating to acceptance of the Service Conditions and General Conditions contained on the execution page of this Sub-Contract.

SUB-CONTRACT PARTICULARS and SCHEDULES

Sub-Contract title: Insourcing ENT Outpatient Capacity

Sub-Contract ref: MWL/LH/SS/ENT/INS/30102025

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

1. the **Sub-Contract Particulars and Schedules**, as completed and agreed by the Parties and as may be varied from time to time in accordance with GC13 (*Variations*);
2. the **Sub-Contract Conditions**; and
3. the **Service Conditions** and **General 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.

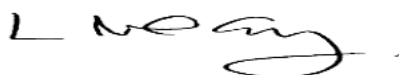
Each Party acknowledges and agrees:

- (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



[insert authorised signatory's name]

Lesley Neary

for and on behalf of

Title:

[insert Head Provider's name]

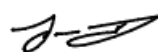
Chief Operating Officer -Mersey and West
Lancashire Teaching Hospitals NHS Foundation
Trust

Date: 30th October 2025

SIGNED by

Signature

Jesse James



for and on behalf of

Title: Managing Director

Lawrence Health LTD

Date: 30.10.2025

PART A: SUB-CONTRACT PARTICULARS and SCHEDULES

SUB-CONTRACT SUMMARY

Head Provider	Mersey and West Lancashire Teaching Hospitals NHS Trust
Sub-Contractor	Lawrence Health Limited

(NHS Trusts and NHS Foundation Trusts only) SUB-CONTRACT AWARD PROCESS <i>Guidance: See s15 of the Contract Technical Guidance. If the Head Provider is not an NHS Trust or an NHS Foundation Trust, this table may be deleted.</i>	<i>[Urgent award in accordance with regulation 14(2) of the PSR Regulations]</i>
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Effective Date See GC2.1	The date of signature by both parties
Expected Service Commencement Date See GC3.1	1 st November 2025
Longstop Date See GC4.1 and GC17.10.1	3 months from service commencement date
Sub-Contract Term	5 months commencing on 1 st November 2025 (subject to extension under Schedule 1C where applicable)
Head Provider option to extend Sub-Contract Term?	No
Head Provider Notice Period (<i>for termination under GC17.2</i>)	1 month <i>Guidance: when inserting the notice period the Head Provider should ensure it has time to review and act on any notice given by the Commissioner(s) under the Head Contract. This notice period should therefore be shorter than the Commissioner(s) notice period specified in the Head Contract.</i>
Head Provider Earliest Termination Date (<i>for termination under GC17.2</i>)	1 month after Service Commencement Date
Sub-Contractor Notice Period (<i>for termination under GC17.3</i>)	1 month
Sub-Contractor Earliest Termination Date (<i>for termination under GC17.3</i>)	1 months after the Service Commencement Date
Details of Head Contract	Commissioner(s): Mersey and West Lancashire Teaching Hospitals NHS Trust Date: 1 st April 2025 Contract Term: 5 months Services: Acute, Community, Cancer, Radiology, Diagnostics and Screening, Pathology, End of Life Care, Patient Transport Service, Urgent Treatment Centres Contract Reference: 25-26-QYG-01K-RBN-CON

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>
Accident and Emergency Services (Type 1 and Type 2 only) (A+E)	
Acute Services (A)	
Ambulance (AM)	
Cancer Services and/or Radiotherapy Services (CR)	
Community Services (CS)	x
Continuing Healthcare Services (including continuing care for children) (CHC)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (non-emergency) (PT)	
Urgent Treatment Centre Services (including Walk-in Centre Services/Minor Injuries Units) (U)	

GOVERNANCE AND REGULATORY

Nominated Mediation Body (<i>where required – see GC14.4</i>)	Not applicable - CEDR
Sub-Contractor's Nominated Individual See SC1.4	Jesse James Email: Jesse.James@LawrenceHealth.co.uk Tel: 07904 288743
Sub-Contractor's Information Governance Lead	Jesse James

See GC21.3	Email: Jesse.James@lawrencehealth.co.uk Tel: 07904 288743
Sub-Contractor's Caldicott Guardian See GC21.3	Emily Harrison Email: Emily.Harrison@Lawrencehealth.co.uk Tel: 07890 757796
Sub-Contractor's Data Protection Officer (if required by Data Protection Legislation) See GC21.3	Jesse James Email: Jesse.James@lawrencehealth.co.uk Tel: 07904 288743
Sub-Contractor's Senior Information Risk Owner See GC21.3	Jesse James Email: Jesse.James@lawrencehealth.co.uk Tel: 07904 288743
Sub-Contractor's Accountable Emergency Officer See SC30.1	Jesse James Email: Jesse.James@lawrencehealth.co.uk Tel: 07904 288743
Sub-Contractor's Safeguarding Lead (children) / named professional for safeguarding children See SC32.2	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164
Sub-Contractor's Safeguarding Lead (adults) / named professional for safeguarding adults See SC32.2	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164
Sub-Contractor's Child Sexual Abuse and Exploitation Lead See SC32.2	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164
Sub-Contractor's Mental Capacity and Liberty Protection Safeguards Lead See SC32.2	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164
Sub-Contractor's Prevent Lead SC32.2	Emily Harrison Email: Emily.Harrison@Lawrencehealth.co.uk Tel: 07890 757796
Sub-Contractor's Freedom To Speak Up Guardian(s) GC5.10	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164

Sub-Contractor's Infection Prevention Lead SC21.1	Martina Kingscott Email: Martina.Kingscott@lawrencehealth.co.uk Tel: 07764 609164
Sub-Contractor's Health Inequalities Lead (NHS Trusts and NHS Foundation Trusts only) SC13.8	Emily Harrison Email: Emily.Harrison@Lawrencehealth.co.uk Tel: 07890 757796
Sub-Contractor's Net Zero Lead (NHS Trusts and NHS Foundation Trusts only) SC18.2	Matthew Toner Email: Matthew.Toner@lawrencehealth.co.uk Tel: 07949 218154
Sub-Contractor's 2018 Act Responsible Person SC3.17	Jesse James Email: Jesse.James@lawrencehealth.co.uk Tel: 07904 288743
Sub-Contractor's Wellbeing Guardian (NHS Trusts and NHS Foundation Trusts only) GC5.9	N/A
Sub-Contractor's Controlled Drugs Accountable Officer (NHS Trusts, NHS Foundation trusts and English Independent Hospitals only) See SC33.12	N/A

CONTRACT MANAGEMENT

Addresses for service of Notices See GC36	Head Provider: Nicky Ambrose-Miney, Divisional Director of Operations, Surgery and Women and Children Address: Whiston Hospital, Warrington Road, Prescott, Merseyside L35 5DR Email: Nicky.Ambrose-Miney2@merseywestlancs.nhs.uk Sub-Contractor: Jesse James, Managing Director Address: Lawrence Health, 6th and 7th Floor, 120 Bark Street, Bolton BL1 2AZ Email: Jesse.James@lawrencehealth.co.uk
Frequency of Review Meetings See GC8.1	- Contract review meetings monthly and adhoc - Weekly debrief meetings with MWL operational staff following weekend clinics
Head Provider Representative(s) See GC10.3	Nicky Ambrose-Miney, Divisional Director of Operations, Surgery and Women and Children Address: Whiston Hospital, Warrington Road, Prescott, Merseyside L35 5DR Email: Nicky.Ambrose-Miney2@merseywestlancs.nhs.uk
Sub-Contractor Representative(s) See GC10.3	Jesse James, Managing Director Address: Lawrence Health, 6th and 7th Floor, 120 Bark Street, Bolton BL1 2AZ Email: Jesse.James@lawrencehealth.co.uk

SCHEDULE 1– SERVICE COMMENCEMENT AND SUB-CONTRACT TERM

A. Conditions Precedent

The Sub-Contractor must provide the Head Provider with the following documents, in accordance with GC4.1, each in a form satisfactory to the Head Provider:

1. Evidence of appropriate Indemnity Arrangements:
 - Copy of individual consultants' indemnity
 - All activity carried out will be covered under Mersey and West Lancashire Teaching Hospitals CNST Indemnity arrangements
2. Evidence of CQC registration in respect of the Sub-Contractor – **Not required for insourcing**
Evidence of the Provider Licence in respect of the Sub-Contractor – **Not required for insourcing**

The Sub-Contractor must complete the following actions in accordance with GC4.1:

As above

B. Head Provider Documents

Date	Document	Description
N/A		

C. Extension of Sub-Contract Term

Not Applicable

SCHEDULE 2 – THE SUB-CONTRACT SERVICES

A. Sub-Contract Service Specifications

Guidance: This is a key Schedule and must set out a description of each of the Sub-Contract Services. You should consider including:

Service name	ENT Outpatient - insourcing
Service specification number	N/A
Population and/or geography to be served	Patients of Mersey and West Lancashire Teaching Hospitals NHS Trust
Service aims and desired outcomes	Removal of 65 week waits and reduction in 52 week waits as required by the 2025/26 National Planning Guidance
Service description and location(s) from which it will be delivered	ENT Outpatient Service delivered from any premises of Mersey and West Lancashire Teaching Hospitals. The sub-contractor will be notified of the site location prior to each clinic session.

B. Indicative Activity Plan

- **This sub-contract has no indicative activity plan.**
- **The Trust will work with Lawrence Health Limited to call off activity as and when required.**
- **A minimum of 7 working days' notice will be provided to Lawrence Health to enable the sub-contractor to mobilise the required insourcing team.**
- **This contract can be modified to include other specialties if required by the Trust and agreed with Lawrence Health.**

C. Activity Planning Assumptions

N/A

G. Other Local Agreements, Policies and Procedures

Guidance: Ensure consistency with the agreements, policies and procedures set out in the Head Contract to the extent that they relate to the Sub-Contract Services.

Policy	Date	Weblink
Insert text or state Not Applicable		
Adult Safeguarding Policy		Mersey and West Lancashire Teaching Hospitals NHS Trust - MWL NHS Our Policies and Procedures
Children and Young People Safeguarding Policy		Mersey and West Lancashire Teaching Hospitals NHS Trust - MWL NHS Our Policies and Procedures
Infection Prevention and Control Policy		 Infection Prevention Policy.pdf

H. Transition Arrangements

Guidance: Set out here the local arrangements/obligations on the part of the Head Provider and Sub-Contractor in relation to the transition of services from the incumbent provider(s) and existing service model to the Sub-Contractor – i.e. how mobilisation is to operate in the period from Sub-Contract award to service commencement.

Matters to deal with will include:

- Staff
- Premises
- IT
- Equipment
- Patient records and other data

- The sub-contractor will provide the following clinical staff:
 - Suitably qualified consultant with GM registration and all training and competencies up to date.
 - Suitably qualified ENT Nurse if one is not provided by the Trust.
 - Suitably qualified HCA, if one is not provided by the Trust (number to be agreed per clinic to take in to account the Trust also providing a Link HCA)
- The Head-Provider (Mersey and West Lancashire Teaching Hospitals NHS Trust) will provide:

- The Receptionist for checking patients in and outcoming
- The Out-patient estate
- All consumables required for the Out-patient clinics
- Access and Training on the Trust's IT systems for all sub-contractor clinical staff where required including IT equipment)
- Access to patient records as required by the sub-contractor for the purpose of delivering the ENT outpatient clinics

I. Exit Arrangements

Guidance: Although these arrangements will be specific to the Sub-Contract, the Head Provider should ensure consistency with the arrangements set out in the Head Contract to the extent that they relate to the Sub-Contract Services.

Matters to deal with will include:

- Staff
- Premises
- IT
- Equipment
- Patient records
- Financial matters

All activity and associated patient care will remain the responsibility of the Trust, therefore exit arrangements are not applicable.

J. Transfer of and Discharge from Care Protocols

The sub-contractor shall comply with the Trust's discharge and care protocols.

K. Safeguarding Policies and Mental Capacity Act Policies

Guidance: Ensure consistency with the policies set out in the Head Contract to the extent that they relate to the Sub-Contract Services

As set out in section G of this sub-contract

L. Provisions Applicable to Primary Medical Services

Guidance: Ensure consistency with the arrangements set out in the Head Contract to the extent that they relate to the Sub-Contract Services

Not Applicable

M. Development Plan for Personalised Care

Guidance: Ensure consistency with the arrangements set out in the Head Contract to the extent that they relate to the Sub-Contract Services

Not Applicable

N. Health Inequalities Action Plan

Guidance: Ensure consistency with the arrangements set out in the Head Contract to the extent that they relate to the Sub-Contract Services

Not Applicable

SCHEDULE 3 – PRICE AND PAYMENT

ENT Outpatient Clinic Payment Terms

- **Payment Rate:** The Trust shall pay the sub-contractor 70% of the national tariff for each first ENT outpatient appointment seen in clinic.
- **National Tariff Reference:** The current national tariff for a first ENT outpatient appointment is £156.
- **DNA Policy:** The Trust will not reimburse the sub-contractor for patients who do not attend (DNA) their scheduled appointments.
- **Clinic Overbooking:** To mitigate DNAs and optimize clinic utilisation, the Trust will overbook each clinic by 10%.
- **Attendance and Charges:** If all scheduled and overbooked patients attend, the sub-contractor is expected to see and treat all patients and may invoice the Trust for each attended appointment at 70% of the national tariff, including those overbooked.
- **Link HCA Provision:** Where the Trust provides one Link HCA per clinic, the sub-contractor shall deduct £300 per HCA per clinic from their invoice prior to submission.
 - If the Trust provides its own HCA and/or RGN, and the sub-contractor is therefore not required to supply these roles, the sub-contractor shall deduct the full cost incurred by the Trust for providing these roles from the invoice for that clinic.
 - The sub-contractor's invoice must itemise HCA/RGN deductions on a separate line to facilitate accurate reconciliation and payment processing by the Trust.

SCHEDULE 4 – QUALITY REQUIREMENTS

A. National Quality Requirements

For the avoidance of doubt, the National Quality Requirements set out or referred to in Annex A of the Service Conditions to the NHS Standard 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.

Guidance: To avoid confusion if relevant National Quality Requirements requiring submission of data via SUS apply to this Sub-Contract this Schedule should set out which party is responsible for such submission.

B. Local Quality Requirements

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

	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved	Applicable Service Specification
1	The Trust will remain responsible for the continued delivery of all quality and performance KPIs in line with the Head Contract national and local quality requirements				
2					
3					
4					
5					

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Sub-Contractor

Date	Document
Not Applicable	

Documents supplied by Head Provider

Date	Document
Not Applicable	

SCHEDULE 6 – 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, duty of candour, complaints and Patient Safety Incidents. 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, then this must be specified. If the Sub-Contractor is to report centrally i.e., to SUS, then this must be stated below.

	Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report	Application
1	The Trust will remain responsible for the collection and submission of all local and national reporting requirements				
2	The Trust provide training to visiting consultants and associated staff regarding any information that should be collated and recorded as part of the Out patient appointment.				
3					
4					
5					

B. Data Quality Improvement Plans

Guidance: In preparing the Sub-Contract the Head Provider should ensure consistency with any requirements in the Head Contract to the extent that they relate to the Sub-Contract Services.

	Data Quality Indicator	Data Quality Threshold	Method of Measurement	Milestone Date
1	Not Applicable			
2				
3				

4				
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C. Service Development and Improvement Plans

Guidance: In preparing the Sub-Contract the Head Provider should ensure consistency with any requirements in the Head Contract to the extent that they relate to the Sub-Contract Services.

		Milestones	Timescales	Expected Benefit
1	Not Applicable			
2				
3				
4				

D. Surveys

Guidance: In preparing the Sub-Contract the Head Provider should ensure consistency with any requirements in the Head Contract to the extent that they relate to the Sub-Contract Services.

Type of Survey	Frequency	Method of Reporting	Method of Publication
The Trust will remain responsible for all Friends and Family collection, recording and reporting and any other patient and staff experience surveys it deems necessary.			

E. Sub-Contractor Data Processing Agreement

Guidance: This Schedule 6E applies only where the Sub-Contractor is appointed to act as a Data Processor or Sub-processor under this Sub-Contract. Where the Head Provider is acting as Data Controller in respect of the relevant data, it may appoint the Sub-Contractor to act as a Data Processor in relation to that data; where the Head Provider is itself appointed to act as a Data Processor by one or more Commissioners under the Head Contract, it may appoint the Sub-Contractor to act as a Sub-processor under this Sub-Contract. Delete/populate this Schedule if and as applicable.

1. Scope

- 1.1 The Head Provider appoints the Sub-Contractor as a [Sub-processor] to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Sub-Contractor must, in addition to its other obligations under this Sub-Contract, comply with the provisions of this Schedule 6E.
- 1.3 This Schedule 6E applies for so long as the Sub-Contractor acts as a [Data Processor/Sub-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 [Co-ordinating] Commissioner is the Data Controller, the Head Provider is the Data Processor and the Sub-Contractor is the Sub-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 6E, including instructions regarding transfers of Personal Data outside the UK or to an international organisation unless such transfer is required by Law, in which case the Sub-Contractor must inform the Head Provider [and the Co-ordinating Commissioner] 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 [and the Co-ordinating Commissioner] immediately if it considers that carrying out any of the Head Provider's [and/or the Co-ordinating Commissioner's] instructions would infringe Data Protection Legislation.
- 2.3 The Sub-Contractor must provide all reasonable assistance to the Head Provider [and/or the Co-ordinating Commissioner] in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Head Provider [and/or the Co-ordinating Commissioner], include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Sub-Contractor must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6E:
 - (a) process that Personal Data only in accordance with Annex A, unless the Sub-Contractor is required to do otherwise by Law. If it is so required the Sub-Contractor must promptly notify the Head Provider [and the Co-ordinating Commissioner] before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Head Provider as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature, scope, context and purposes of processing the data to be protected;

- (ii) likelihood and level of harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) when delivering the Data Processing Services the Sub-Contractor's Staff only process Personal Data in accordance with this Schedule 6E (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Sub-Contractor's Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Sub-Contractor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Sub-Contractor and any [further] Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Head Provider or as otherwise permitted by this Sub-Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 of the Head Contract.
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Head Provider [and the Co-ordinating Commissioner] 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 [and the Co-ordinating Commissioner];
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Sub-Contractor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Head Provider and the Commissioners in meeting their obligations); and
 - (iv) the Sub-Contractor complies with any reasonable instructions notified to it in advance by the Head Provider with respect to the processing of the Personal Data;
- (e) at the written direction of the Head Provider, delete or return Personal Data (and any copies of it) to the Head Provider [or the Co-ordinating Commissioner, as appropriate] on termination of the Data Processing Services and certify to the Head Provider [and the Co-ordinating Commissioner] 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 [and the Co-ordinating Commissioner] 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 [and the Co-ordinating Commissioner] during any handover arising from the cessation of any part of the Data Processing Services, and if the Head Provider directs the Sub-Contractor to migrate Processor Data to the Head Provider, or to a Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the integrity of Processor

Data and the nomination of a named point of contact for the Head Provider [and the Co-ordinating Commissioner].

- 2.5 Subject to paragraph 2.6, the Sub-Contractor must notify the Head Provider [and the Co-ordinating Commissioner] immediately if, in relation any Personal Data processed in connection with its obligations under this Schedule 6E, it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Sub-Contractor, the Head Provider or any Commissioner;
 - (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6E);
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) becomes aware of or reasonably suspects a Data Loss Event; or
 - (g) becomes aware of or reasonably suspects that it has in any way caused the Head Provider or any Commissioner to breach Data Protection Legislation.
- 2.6 The Sub-Contractor's obligation to notify under paragraph 2.5 includes the provision of further information to the Head Provider [and the Co-ordinating Commissioner] in phases, as details become available.
- 2.7 The Sub-Contractor must provide whatever co-operation the Head Provider [and/or the Co-ordinating Commissioner] reasonably requires to remedy any issue notified to the Head Provider [and the Co-ordinating Commissioner] 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 [and/or the Co-ordinating Commissioner] with full assistance in relation to either Party's (or any Commissioner's) obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Head Provider [and/or the Co-ordinating Commissioner]) including by promptly providing:
- (a) the Head Provider [and the Co-ordinating Commissioner] with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Head Provider [and/or the Co-ordinating Commissioner] to enable the Head Provider [and/or the Co-ordinating Commissioner] to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (c) assistance as requested by the Head Provider [and/or the Co-ordinating Commissioner] following any Data Loss Event;
 - (d) assistance as requested by the Head Provider [and/or the Co-ordinating Commissioner] with respect to any request from the Information Commissioner's Office, or any consultation by the Head Provider [and/or the Co-ordinating Commissioner] with the Information Commissioner's Office.
- 2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Sub-Contractor must allow for audits of its delivery of the Data Processing Services by the Head Provider, the Co-ordinating Commissioner, or either's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12 (*Assignment and Sub-contracting*), before allowing any Sub-processor to process any Personal Data related to this Schedule 6E, the Sub-Contractor must:

- (a) notify the Head Provider [(and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)] in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Head Provider (and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)];
 - (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which, as far as practicable, includes equivalent terms to those set out in this Schedule 6E and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Head Provider [(and if the Head Provider is a Data Processor regarding the Data Processing Services the relevant Data Controller)] with such information regarding the Sub-processor as the Head Provider [(and if the Head Provider is also a Data Processor regarding the Data Processing Services the relevant Data Controller)] may reasonably require.
- 2.12 The Sub-Contractor must create and maintain a record of all categories of data processing activities carried out under this Schedule 6E, containing:
- (a) the categories of processing carried out under this Schedule 6E;
 - (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
 - (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6E; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Sub-Contractor comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Sub-Contractor warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Sub-Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Sub-Contractor must comply at all times with those obligations set out at Article 32 of the UK GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Sub-Contractor must assist the Head Provider and the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the UK GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Sub-Contractor.
- 2.16 The Sub-Contractor must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Sub-Contractor must assist the Head Provider and the Commissioners by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Head Provider's and the Commissioners' obligations to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

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 [Sub-]processing by the Head Provider.
2. Any such further instructions will be incorporated into this Annex.

Description	Details
Subject matter of the [Sub-]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 [Sub-]processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the [Sub-]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 [Sub-]processing is complete UNLESS requirement under 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 7 – EMPLOYEES

Part A – Head Provider Employees

Insert list of Transferring Employees or state Not Applicable

Guidance: This list should only be of employees transferring from the Head Provider and not from any other provider.

Part B – Pensions

Insert text (template drafting available via <https://www.england.nhs.uk/nhs-standard-contract/>) or state Not Applicable

Guidance: The referenced template pensions drafting has not been designed specifically for a Sub-Contract. Users of this Sub-Contract are therefore recommended to take legal advice on whether any changes should be made to the template pensions drafting.

PART B: SUB-CONTRACT CONDITIONS

1. Operation of this Sub-Contract

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

2. Interpretation

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

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

- 2.3 Definitions:

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

General Conditions and **Service Conditions:** the General Conditions and Service Conditions published by NHS England for the NHS Standard Contract (Full Length) 2025/26.

Head Contract: the contract between the Commissioner(s) and the Head Provider in the form of the NHS Standard Contract (Full Length) 2025/26.

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(s)", "relevant Commissioner", "Responsible Commissioner" or "Co-ordinating Commissioner"	Head Provider
"(this) agreement", "(this) Contract" or "Contract"	Sub-Contract
"Parties"	the Head Provider and the Sub-Contractor
"Provider"	Sub-Contractor
"Services"	Sub-Contract Services
"Sub-Contract", "Sub-Contractor", "Material Sub-Contract", "Material Sub-Contractor", etc.	Sub-Sub-Contract, Sub-Sub-Contractor, etc.

- 2.6 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, that conflict or inconsistency will be resolved according to the following order of priority:

- 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:

Actual Annual Value	for the relevant Sub-Contract Year the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of the Sub-Contract Services delivered in that Sub-Contract Year (excluding VAT and after any deductions, withholdings or set-off)
Actual Monthly Value	for the relevant month the aggregate of all payments made to the Sub-Contractor under this Sub-Contract in respect of the Sub-Contract Services delivered in that month (excluding VAT but before any deductions, withholdings or set-off)
Authorised Person	the Head Provider, the Commissioner(s) or their authorised representatives, any body or person concerned with the treatment or care of a Service User approved by the Commissioner(s) 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, whether singly or jointly with the Head Provider and/or the Commissioner(s)
Local Counter Fraud Specialist	the accredited local counter fraud specialist nominated by the Commissioner(s), the Head Provider or the Sub-Contractor (as appropriate)
Material Sub-Contract	has the same meaning as Sub-Sub-Contract
Material Sub-Contractor	has the same meaning as Sub-Sub-Contractor
National Quality Requirements	the national quality requirements set out in Annex A (National Quality Requirements) to the Service Conditions of the Head Contract
Price	the price as set out in Schedule 3
Prior Approval	the approval by the Responsible Commissioner of care or treatment, including diagnostics, to an individual Service User or a group of Service Users prior to referral or following initial assessment
Prior Approval Scheme	a scheme under which one or more Commissioners gives 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
Referral	the referral of any Service User to the Sub-Contractor which includes any referral initiated by or on behalf of the Commissioner(s), the Head Provider, any Staff or the Service User

Service User	a patient or service user for whom the Commissioner(s) has statutory responsibility and who receives Sub-Contract Services under this Sub-Contract
Service Variation	a Variation proposed by the Head Provider which relates to a Sub-Contract Service and reflects: (i) the assessment by the Commissioner(s) or Head Provider of pathway needs, the availability of alternative providers and demand for any Sub-Contract Service; and/or (ii) the joint assessment of two or more of the Sub-Contractor, the Head Provider and the Commissioner(s) of the quality and clinical viability of the relevant Sub-Contract Service and the Services Environment; and/or (iii) the likely impact of any transformational need and/or the reconfiguration of a care pathway that might affect the relevant Sub-Contract Services
Sub-Contract Service Specifications	each of the service specifications set out in Schedule 2
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 (viii) will be inserted into the definition – “the Commissioner(s) 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 as listed in Schedule 7A entitled Head Provider Employees

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;
- 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(s), in accordance with the Head Contract, require(s) 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 the Head Provider requests) directly with the Commissioner(s) 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(s) 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 The Price will be calculated in accordance with Schedule 3.
 - 5.2 Unless otherwise stated in Schedule 3, 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 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. 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 Sub-Contract Services delivered during the continuance of:
 - 5.5.1 any Incident or Emergency, except as otherwise provided or agreed under SC30 (*Emergency Preparedness, Resilience and Response*) or this Sub-Contract; and
 - 5.5.2 any Event of Force Majeure, except as otherwise provided or agreed under GC28 (*Force Majeure*).
 - 5.6 Not used.
 - 5.7 Where the words "Commissioner" and/or "Responsible Commissioner" are used in the Never Events Policy Framework they will be interpreted for the purposes of this Sub-Contract as Commissioner and/or Responsible Commissioner and not Head Provider.
 - 5.8 Not used.
 - 5.9 The Sub-Contractor must administer and collect all statutory charges which the Service User is liable to pay and which may lawfully be made in relation to the provision of the Sub-Contract Services and must account to whoever the Head Provider reasonably directs in respect of those charges.

- 5.10 The Parties acknowledge the requirements and intent of the Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance, and accordingly:
- 5.10.1 the Sub-Contractor must comply with all applicable Law and Guidance (including the Overseas Visitor Charging Regulations and the Overseas Visitor Charging Guidance) in relation to the identification of and collection of charges from Chargeable Overseas Visitors, including the reporting of unpaid NHS debts in respect of the Sub-Contract Services provided to Chargeable Overseas Visitors to the Department of Health and Social Care;
 - 5.10.2 the Sub-Contractor must take all reasonable steps to:
 - 5.10.2.1 identify each Chargeable Overseas Visitor; and
 - 5.10.2.2 recover charges from each Chargeable Overseas Visitor or other person liable to pay charges in respect of that Chargeable Overseas Visitor under the Overseas Visitor Charging Regulations;
 - 5.10.3 the Sub-Contractor must make full use of existing mechanisms designed to increase the rates of recovery of the cost of the Sub-Contract Services provided to overseas visitors insured by another state, including the overseas visitors treatment portal; and
 - 5.10.4 the Head Provider must pay the Sub-Contractor, in accordance with all applicable Law and Guidance (including Overseas Visitor Charging Regulations and Overseas Visitor Charging Guidance), the appropriate sum for all Sub-Contract Services delivered by the Sub-Contractor to any overseas visitor in respect of whom a Commissioner is the responsible commissioner under the Head Contract and which have been reported through the overseas visitors treatment portal.
- 5.11 In its performance of this Sub-Contract the Sub-Contractor must not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User except in accordance with this Sub-Contract, the Law and/or Guidance.
- 5.12 Not used.
- 5.13 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.
- 5.14 If a Party contests all or any part of any payment calculated in accordance with this Sub-Contract, the contesting Party must:
- 5.14.1 within 5 Operational Days of receipt by that Party of an invoice in accordance with this Sub-Contract, notify the other Party, setting out in reasonable detail the reasons for contesting that account or invoice (as applicable), and in particular identifying which elements are contested and which are not contested; and
 - 5.14.2 any uncontested amount must be paid in accordance with this Sub-Contract by the Party from whom it is due; and
 - 5.14.3 if the matter has not been resolved within 20 Operational Days of the date of notification referred to in paragraph 5.14.1 above, the contesting Party must refer the matter to Dispute Resolution;
- and following the resolution of any Dispute referred to Dispute Resolution in accordance with this paragraph, insofar as any amount will be agreed or determined to be payable, the Sub-Contractor must immediately issue an invoice or credit note (as appropriate) for such amount. The Sub-Contractor must make any payment due to the Head Provider immediately together with interest calculated in accordance with this paragraph. For the purposes of this paragraph, the date the amount was due will be the date it would have been due had the amount not been disputed.
- 5.15 Subject to any express provision of this Sub-Contract to the contrary (including without limitation the Withholding and Retention of Payment Provisions), each Party will be entitled, in addition to any other right or remedy, to receive interest at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 on any payment not made from the day after the date on which payment was due up to and including the date of payment.

- 5.16 Whenever any sum is due from one Party to another as a consequence of Dispute Resolution or otherwise, the Party due to be paid that sum may deduct it from any amount that it is due to pay the other, provided that it has given 5 Operational Days' notice of its intention to do so.
- 5.17 The Parties must comply with Law and Guidance (including Who Pays? Rules and Invoice Validation Guidance) in respect of the use of data in the preparation and validation of invoices.
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):** 3.20; 4.8; 4.9; 4.10; 6.2; 6.3; 6.4; 6.5; 6.6; 6.7; 6.8; 6.9; 6.10; 6.11; 6.13.2; 6.13.3; 6.14; 6.15; 6.16; 7.4A2; 7.4B2; 7.4C2; 7.4D2; 13.6; 17.1; 17.5; 17.6; 28.16; 29.3;-29.3A; 29.4.2; 29.9.2; 29.10-29.16; 36; 38; 39.8.3; and Annex B
- General Conditions (GC):** 1.1; 1.2; 3; 10.1; 10.2; 12.2; 12.4;12.5; 12.10; 13.2; 13.3; 13.11; 14.4.1; 14.5; 14.8; 17.6; 17.9; 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(s):
- Service Conditions (SC):** 5.1; 6.18; 13.7; 23.2; 24.3; 28.6; and 30.8
- General Conditions (GC):** 21.13
- 6.2.2 will refer to the Commissioner(s) and the Provider:
- Service Conditions (SC):** 3.17
- 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 as set out or described below:

Service Conditions:

Service Standards (SC3)	The provisions of SC3.2A or SC3.2B (as applicable) will also apply to this Sub-Contract if failure by the Sub-Contractor to comply with SC3.1 is directly attributable to, or caused by, an act or omission of the Commissioner(s).
Co-operation (SC4)	SC4.8 will not apply to the Sub-Contract but the Sub-Contractor acknowledges the Head Provider's obligations under SC4.8 of the Head Contract and will provide all reasonable assistance to the Head Provider to comply with this provision.
Choice and Referral (SC6)	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 SC6.2 to SC6.8. The Sub-Contractor acknowledges the provisions of SC6.13.2 and SC16.3.3 of the Head Contract and will not by any act or omission cause the Head Provider to be in breach of it.
Personalised Care (SC10)	The Sub-Contractor must co-operate with requests relating to Education, Health and Care Needs Assessments under SC10.7 whether that request is made directly of the Sub-Contractor or indirectly via the Head Provider.

Service User Health Records (SC23)	The words “for whom that Commissioner is responsible” will be deemed deleted from SC23.2.1 and SC23.2.2 for the purposes of this Sub-Contract.
Information Requirements (SC28)	Where there is more than one Commissioner, the Sub-Contractor will provide information in such a way that each dataset that it provides under this Sub-Contract contains the ODS code and/or other appropriate identifiers for each relevant Commissioner. Information to be provided by the Sub-Contractor under SC28 and Schedule 6A (Reporting Requirements) must be provided to the Head Provider in aggregated form or disaggregated form as the Head Provider may direct. Any obligations to report to SUS are outside the terms of this Sub-Contract unless expressly stated otherwise in this Sub-Contract.
Managing Activity and Referrals (SC29)	The Sub-Contractor must adhere to any Referral and treatment protocols that may be agreed between the Head Provider and the Commissioner(s) and which are relevant to the Sub-Contract Services and notified to the Sub-Contractor. The words “in respect of each Commissioner” will be deemed deleted from SC29.9 for the purposes of this Sub-Contract. If the Sub-Contractor requests Prior Approval in accordance with a Prior Approval Scheme and the Head Provider or the Commissioner(s), as appropriate, fails to respond within the time period specified in the Prior Approval Scheme then Prior Approval will be deemed to have been given.
Emergency Preparedness, Resilience and Response (SC30)	SC30.9.2 and SC30.12.1 will not apply if the Commissioner(s) exercises its rights to insist that the Head Provider suspends the Sub-Contract Services.
Duty of Candour (SC35)	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.
Local Quality Requirements (SC37)	In agreeing the Local Quality Requirements before the start of each Sub-Contract Year the Parties will ensure that they reflect variations to the Head Contract as relevant to the Sub-Contract Services. The text in brackets at the end of SC37.3 will be deemed deleted for the purposes of this Sub-Contract.

General Conditions:

Staff (GC5)	Any indemnity given to the Head Provider by the Sub-Contractor pursuant to GC5.14, GC5.15 and GC5.17 of the Head Contract (as incorporated into this Sub-Contract) will also apply in favour of the Commissioner(s) and the Sub-Contractor will be deemed to have provided an indemnity in identical terms to the Commissioner(s).
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	The following paragraphs 1 to 5 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: 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 2 to 5 will apply. 2. The Head Provider will on or before the Service Commencement Date: a) discharge all financial obligations owing to the Transferring Employees in respect of the period on or before the Service Commencement Date; b) procure that any loans or advances made by the Head Provider to the Transferring Employees before the Service Commencement Date are repaid to it; c) 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 d) pay the Sub-Contractor the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Service Commencement Date. 3. The Head Provider will comply with its obligations under TUPE and/or COSOP in relation to the Transferring Employees by operation of TUPE and/or COSOP and will ensure a smooth transfer of the Transferring Employees to the Sub-Contractor or Sub-Sub-Contractor. 4. The Head Provider will indemnify and keep indemnified the Sub-Contractor in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Head Provider in relation to the Transferring Employees or relevant Head Provider employees transferring to the Sub-Contractor under paragraph 5 prior to the Service Commencement Date, save for where such act or omission results from complying with the instructions of the Sub-Contractor or Sub-Sub-Contractor and save for where the Sub-Contractor or Sub-Sub-Contractor fail to comply with its obligations under regulation 13 of TUPE. 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 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 will 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. Paragraphs 6 to 10 will only apply where any employees of the Sub-Contractor or a Sub-Sub-Contractor transfer to the Head
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	Provider on or immediately following the expiry or earlier termination of this Sub-Contract in whole or in part. 6. The Subsequent Transferring Employees will transfer to the Head Provider under TUPE and/or COSOP on the Subsequent Service Transfer Date and paragraphs 7 to 10 will apply. 7. The Sub-Contractor will or will procure that a Sub-Sub-Contractor will on or before the Subsequent Service Transfer Date: a) discharge all financial obligations owing to the Subsequent Transferring Employees in respect of the period on or before the Subsequent Service Transfer Date; b) 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 it; c) 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 d) 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. 8. The Sub-Contractor will or will procure that a Sub-Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to the Subsequent Transferring Employees and will ensure a smooth transfer of the Subsequent Transferring Employees to the Head Provider. 9. The Sub-Contractor will or will procure that a Sub-Sub-Contractor will indemnify and keep indemnified the Head Provider in relation to any Losses arising out of or in connection with any claim which arises as a result of any act or omission of the Sub-Contractor or Sub-Sub-Contractor in relation to the Subsequent Transferring Employees prior to the Subsequent Service Transfer Date save for where such act or omission results from complying with the instructions of the Head Provider and save for where the Head Provider fails to comply with its obligations under regulation 13 of TUPE. 10. The Sub-Contractor will or will procure that a Sub-Sub-Contractor will 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.
Contract Management (GC9)	The words "Co-ordinating Commissioner may recommend the Commissioners to withhold or itself withhold (on behalf of all Commissioners)" in GC9.15 will be replaced with "Head Provider may withhold". The words "instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners)" in GC9.20.1 will be replaced with "withhold".

	The last sentence in GC9.21, GC9.23 and GC9.24 will be deemed deleted for the purposes of this Sub-Contract.
Assignment and Sub-Contracting (GC12)	The approval of any sub-sub-contracting arrangements will be subject to: 1. the approval of the Commissioner(s); and 2. 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 under the terms of any Sub-Sub-Contract, the Sub-Contractor must carry out its respective obligations, and will impose such obligations on the Sub-Sub-Contractor, in order to 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 GC24. Otherwise than as part of a statutory reorganisation where the Head Provider is a public body, or as part of an intra-group reorganisation where the Head Provider is part of a group of companies, the Head Provider may not transfer or assign all or any of its rights or obligations under this Sub-Contract except with the prior written approval of the Sub-Contractor unless this Sub-Contract expressly states otherwise.
Variations (GC13)	The Sub-Contractor acknowledges that the Head Contract cannot be varied except in accordance with GC13. The Sub-Contractor agrees that: 1. it will not seek to vary any element of this Sub-Contract where the corresponding provision in the Head Contract cannot be varied unless the variation is essential to the delivery of the Sub-Contract Services; 2. in proposing a Variation or responding to a Variation proposal, it must have regard to the Head Provider's position under the Head Contract; 3. should any variation be proposed under the Head Contract and that variation impacts on the Sub-Contract Services, the Sub-Contractor must: a) 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(s); and b) use all reasonable endeavours to ensure the Head Provider is able to fulfil its obligations under GC13 of the Head Contract to the extent any proposed variation relates to the Sub-Contract Services. If a proposed Variation would or might have the effect of changing the Price, the Head Provider and the Sub-Contractor must seek to agree that change in accordance with the principles underpinning the price agreed as at the Effective Date. The provisions of GC13.12 of the Head Contract will also apply to this Sub-Contract if a proposed Variation could have a cost implication for the Commissioner(s).

Dispute Resolution (GC14)	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: 1. the Sub-Contractor must, if requested by the Head Provider, negotiate with both the Commissioner(s) and Head Provider and enter into mediation and/or expert determination with both the Commissioner(s) and Head Provider; 2. 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 3. the Sub-Contractor agrees to be bound by the resolution agreed or determined under the Head Contract to the extent that it relates in any way to this Sub-Contract, the Sub-Contractor or the Sub-Contract Services.
Suspension (GC16)	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(s) and provided to the Sub-Contractor in respect of the Sub-Contract Services.
Termination (GC17)	1. The Sub-Contractor may terminate this Sub-Contract with immediate effect by written notice to the Head Provider: a. 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(s) 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 b. 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 c. if the Head Provider breaches the terms of GC12 in relation to the transfer or assignment of its rights or obligations under this Sub-Contract; or d. if any warranty given by the Head Provider under GC25.2, as it applies to this Sub-Contract, is found to be materially untrue or misleading. 2. In addition to the rights of the Head Provider under GC17 (as incorporated into this Sub-Contract) the Head Provider may terminate this Sub-Contract or any affected Sub-Contracted Service, with immediate effect, by written notice to the Sub-Contractor if:

	a. the Head Contract terminates in whole or part for any reason whatsoever; or b. the Head Contract expires and is not renewed for any reason whatsoever; or c. the Commissioner(s) directs the Head Provider to remove or replace the Sub-Contractor or terminate this Sub-Contract or any affected Sub-Contracted Service in accordance with the Commissioner's(s') rights under the Head Contract.
Consequence of Expiry or Termination (GC18)	The provisions of GC18.2 of the Head Contract will also apply to this Sub-Contract if the Commissioner(s) procures any terminated Sub-Contract Services from an alternative provider and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable by the Commissioner(s) to the Head Provider for providing or procuring the provision of the same Sub-Contract Services. Where the Sub-Contractor is required 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(s) and provided to the Sub-Contractor in respect of the Sub-Contract Services. The words "to the relevant Commissioners" will be deemed deleted from GC18.8.2 for the purposes of this Sub-Contract.
Confidential Information of the Parties (GC20)	Notwithstanding GC20, the Head Provider will be entitled to disclose information in its possession that relates to this Sub-Contract (including the Price) or its subject matter, or any negotiations relating to it or the Sub-Contractor, to the Commissioner(s) or other third party as may be required under the Head Contract, to NHS England or to any ICB of which the Head Provider is a partner (to the extent reasonably required for the activities of the ICB and ensuring that such members are subject to similar confidentiality obligations as described in GC20). The Sub-Contractor acknowledges the further rights of disclosure that the Commissioner(s) or other third party has in relation to such information under the Head Contract.
Patient Confidentiality, Data Protection, Freedom of Information and Transparency (GC21)	The provisions of GC21.13 of the Head Contract will also apply to this Sub-Contract if such information is required by the Commissioner(s). The Sub-Contractor acknowledges that the Head Provider may be, and the Commissioner(s) 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(s) under GC21.18 of the Head Contract. GC21.18 to GC21.22 will only apply to this Sub-Contract if either the Head Provider or the Sub-Contractor is a public body.
Intellectual Property (GC22)	The licence of Sub-Contractor Deliverables granted by the Sub-Contractor under GC22.2 will apply in favour of the Commissioner(s) for the purposes set out in GC22.2, and to the Head Provider for the purposes of receiving the Sub-Contract Services and performing its obligations under the Head Contract.

	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.
Third Party Rights (GC29)	Notwithstanding the provisions of GC29.1 of the Head Contract, the Commissioner(s) will be entitled to enforce or enjoy the benefit of this Sub-Contract to the extent applicable to the Commissioner(s) and, for the avoidance of doubt, any third party rights of the Commissioner(s) will include all rights granted under the Head Contract to the Commissioner(s) to the extent they are relevant to the Sub-Contract Services. Should the Head Contract be suspended for any reason and the Commissioner(s) determines, at its absolute discretion, that the Sub-Contractor should continue to provide the Sub-Contract Services, the Commissioner(s) will be entitled to step into the role of the Head Provider under this Sub-Contract until such time as the suspension of the Head Contract ceases, the Head Contract is terminated, or the Commissioner(s) requests the suspension of the Sub-Contract Services. Should the Head Contract be terminated for any reason and the Commissioner(s) wishes to enter into a contract directly with the Sub-Contractor, the Sub-Contractor must use all reasonable endeavours to enter into such contract with the Commissioner(s) on terms substantially the same as the terms set out in this Sub-Contract promptly following termination of the Head Contract.

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

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
SC7.4C	20 Operational Days (for notice that the Sub-Contractor will stop providing a Sub-Contracted Service to a Service User)	16 Operational Days
SC24.6	5 Operational Days (timescale in which the Sub-Contractor must allow access to its property, premises, information and Staff following a request for access)	4 Operational Days
SC25.1	5 Operational days (for the Head Provider to provide copies of procedures and protocols implemented)	6 Operational Days
SC25.1	5 Operational Days (for the Sub-Contractor to provide copies of procedures and protocols implemented)	4 Operational Days
SC28.11	6 months (for Head Provider to make change to practice)	32 weeks
SC28.11	6 months (for Sub-Contractor to make change to practice)	20 weeks
SC29.20	1 month notice (for the Head Provider to replace or change the Prior Approval Scheme)	3 weeks

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
SC30.5	5 Operational Days (Sub-Contractor to notify Head Provider of the activation of its Business Continuity Plan etc.)	4 Operational days
SC32.6	10 Operational Days (for Sub-Contractor to provide evidence that it is addressing safeguarding concerns)	8 Operational Days
GC5.15	20 Operational Days (Sub-Contractor to provide information in accordance with Regulation 11(2) of TUPE)	16 Operational Days
GC11.4	5 Operational Days (Sub-Contractor proof of Indemnity Arrangements)	4 Operational Days
GC11.8	3 months prior to expiry of, or 10 Operational Days following notice to terminate, this Sub-Contractor (Sub-Contractor evidence of continuing Indemnity Arrangements)	14 weeks / 8 Operational Days
GC12.13	5 Operational Days (for the removal of Sub-Sub-Contractors)	4 Operational Days
GC13.8	10 Operational Days (for the Head Provider to respond to a draft Variation Agreement)	12 Operational Days
	10 Operational Days (for the Sub-Contractor to respond to a draft Variation Agreement)	8 Operational Days
GC13.10	10 Operational Days (for the Head Provider to serve written notice)	12 Operational Days
GC13.10	10 Operational Days (for the Sub-Contractor to serve written notice)	8 Operational Days
GC13.13	3 months' notice or 6 months' notice (for termination)	10 weeks or 20 weeks
GC15.4	10 Operational Days (for the Sub-Contractor to send results of audit etc.)	8 Operational Days
GC17.8	3 months' notice (for termination)	10 weeks
GC17.10.8	20 Operational Days (for the Sub-Contractor to remedy a change in control breach)	16 Operational Days
GC17.10.9	30 Operational Days (timeframe for consideration by Head Provider of Change in Control Notification)	36 Operational Days
GC17.10.12	40 Operational Days (to remedy breach)	32 Operational Days
GC21.18.3	2 Operational Days (to provide a copy of the response)	1 Operational Day

Provision	Timescale in the Service Conditions or General Conditions	Amended timescale for this Sub-Contract
GC21.18.4	2 Operational Days (to transfer a request)	1 Operational Day
GC21.18.6	5 Operational Days (to provide information)	4 Operational Days
GC24.6	20 Operational Days (for information relating to Change in Control)	16 Operational Days
GC28.3	5 Operational Days (to serve a more detailed notice)	4 Operational Days

SERVICE CONDITIONS

[refer to the NHS Standard Contract 2025/26 (Full Length) Service Conditions]

GENERAL CONDITIONS

[refer to the NHS Standard Contract 2025/26 (Full Length) General Conditions]

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