



**NHS Standard Contract 2017 and
2018/19
Particulars (Shorter Form)**

May 2018 edition Community
Dressings Primary Care Services

NHS Standard Contract
2017/18 and 2018/19
Particulars (Shorter Form)
May 2018 edition

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DATE OF CONTRACT	1st April 2018
SERVICE COMMENCEMENT DATE	1st April 2018
CONTRACT TERM	2 years 0 months commencing 1st April 2018
COMMISSIONERS	NHS North East Hampshire and Farnham Clinical Commissioning Group ODS: 99M
CO-ORDINATING Commissioner	Not applicable
PROVIDER	Company number:

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CONTRACT

This Contract records the agreement between the Commissioners and the Provider and comprises

1. the **Particulars**;
2. the **Service Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

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

SIGNED by

.....
Signature

**Emily Lloyd for
and on behalf of
North East Hampshire and Farnham
CCG**

.....
Title
.....
Date

SIGNED by

.....
Signature

**Mr Vipul Patel
and on behalf of
Trimak Limited
T/A- Aldershot Pharmacy**

.....
Title
.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 st April 2018
Expected Service Commencement Date	1 st April 2018
Longstop Date	Not applicable
Service Commencement Date	1 st April 2018
Contract Term	2 years 0 months commencing 1 st April 2018
Option to extend Contract Term	NO
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (CHC)	
Community Services (CS)	✓
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
Service Requirements	
Essential Services (NHS Trusts only)	Not applicable
Is the Provider acting as a Data Processor in order to deliver the Services?	NO
PAYMENT	
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	YES-the Drug Tariff
Local Prices Apply to some or all Services	NO
Expected Annual Contract Value Agreed	YES

GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	
Provider's Information Governance Lead	
Provider's Data Protection Officer (if required by Data Protection Legislation)	
Provider's Caldicott Guardian	
Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	
Provider's Safeguarding Lead	
Provider's Child Sexual Abuse and Exploitation Lead	
Provider's Mental Capacity and Deprivation of Liberty Lead	
Provider's Freedom To Speak Up Guardian(s)	
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>North East Hampshire & Farnham Clinical Commissioning Group Address: Aldershot Centre for Health Hospital Hill, Aldershot, GU11 1AY Email: jennifer.fynn@nhs.net</p>
Commissioner Representative(s)	<p>Jennifer Fynn Head of Medicines Management North East Hampshire & Farnham Clinical Commissioning Group Address: Aldershot Centre for Health Hospital Hill, Aldershot, GU11 1AY Email: jennifer.fynn@nhs.net</p>
Provider Representative	

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

- | |
|---|
| 1. Evidence of appropriate Indemnity Arrangements |
|---|

C. Extension of Contract Term

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Service Specification No.	
Service	Community Dressings Primary Care Service
Commissioner Lead	Jennifer Fynn, Head of Medicines Management, North East Hampshire & Farnham CCG
Provider Lead	
Period	01 April 2018 – 31 March 2020
Date of Review	October – December 2019

1. Population Needs

1.1 National/local context and evidence base

Non-prescription supply of dressings and wound care items allows organisations to purchase and store a supply. It is well known that items procured via the FP10 route are the property of the patient and can only be used by or on that patient. Dressing items procured via the non- FP10 route are the property of the organisation. They can be used as a 'stock' item by the nursing team and so will be immediately available to start treatment.

The non-prescription supply route in North East Hampshire and Farnham is via a single ordering system (ONPOS®) which is produced by Coloplast and Community pharmacies are the preferred supply route.

In 2018 the service has been expanded to include the ordering and supply of emergency continence items such as catheters and accessories in line with the local ONPOS® Formulary.

This service specification covers the ordering, supply and reimbursement for the community pharmacies.

1.1 National/local context and evidence base

In July 2010 the NPC published a MeReC Bulletin *Evidence-based prescribing of advanced wound dressings for chronic wounds in primary care*. Further advice is also available in the NICE clinical guideline CG 179: Pressure ulcers: prevention and management and NICE Key therapeutic topic KTT14; Wound care products

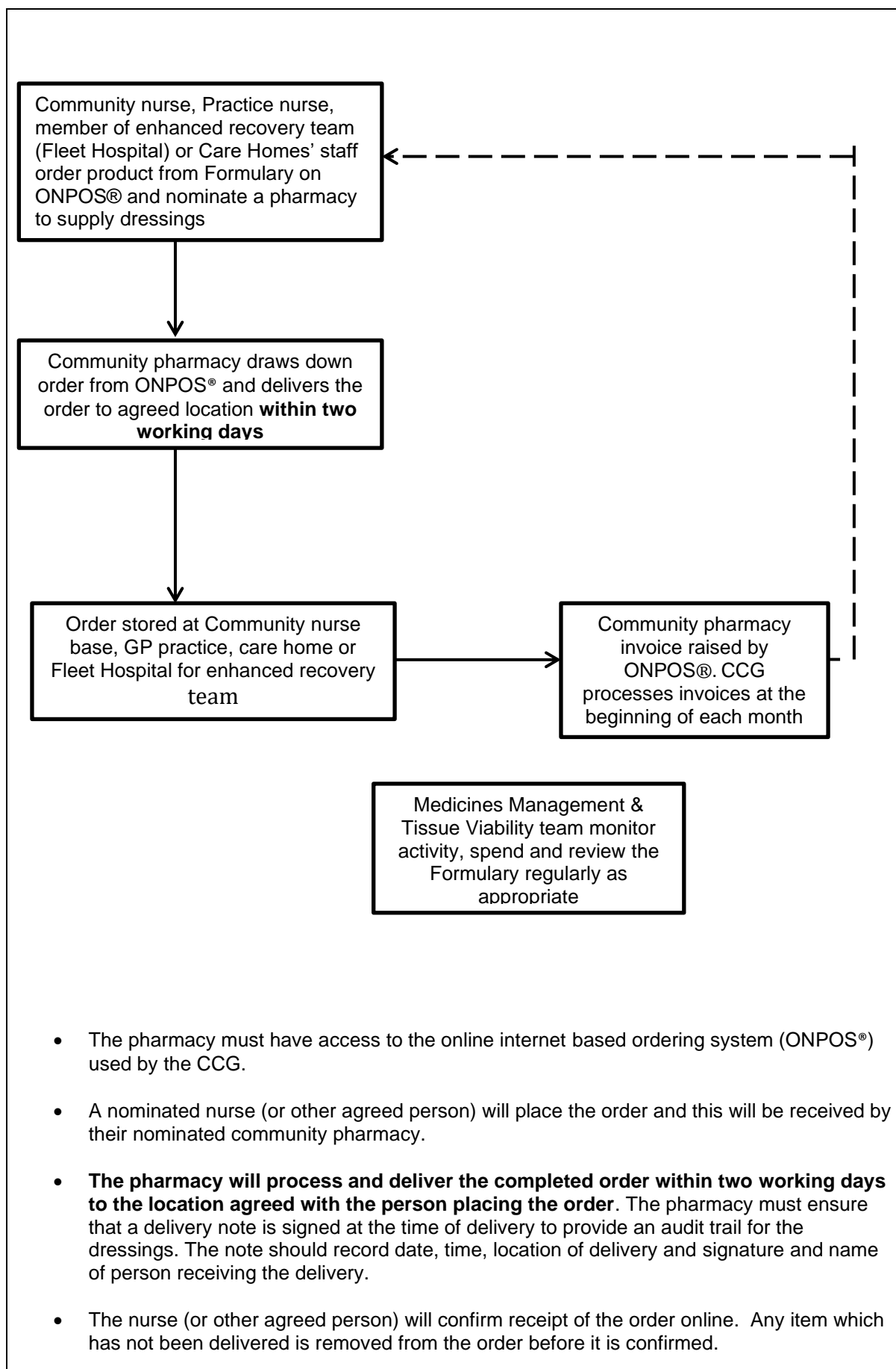
The emphasis throughout has been on the use of dressings in community and primary care services for patients with non-surgical wounds.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	
Domain 2	Enhancing quality of life for people with long-term conditions	
Domain 3	Helping people to recover from episodes of ill-health or following injury	YES
Domain 4	Ensuring people have a positive experience of care	YES

Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	YES
<p>2.2 Local defined outcomes</p> <p>The key outcomes that the service will provide are as follows:</p> <ul style="list-style-type: none"> • Reduction of Waste • Rationalisation of systems • Improved Patient Care • Improved infection control • Timely access to appropriate wound care products 		
<p>3. Scope</p>		
<p>3.1 Aims and objectives of service</p> <p>The service is the supply and delivery of dressings, wound care items and continence items via an online (internet-based) ordering system ONPOS®, which has a pre-agreed formulary, through community pharmacies, to healthcare professionals authorised by NHS North East Hampshire & Farnham CCG. The service ensures that patients have access to clinically appropriate dressings, wound care items and continence items and that the quantities provided are sufficient to meet clinical needs but not excessive.</p> <ul style="list-style-type: none"> • Reduction of waste. Any dressings supplied via FP10 are the property of the patient to whom they were prescribed. Any unused dressings have to be destroyed, as they cannot be reused for other patients, which can result in a significant amount of waste. Allowing health care professionals to order non patient specific stock will allow more flexible supply of dressings and wound care products to patients thus reducing waste • Rationalisation of systems. The service will ensure one clear method of supply, within a timely manner, throughout NHS North East Hampshire & Farnham CCG and a method of accurately assessing usage and expenditure for the CCG by using an agreed formulary • Improved patient care. By not using FP10 prescriptions, it allows the rational ordering of dressings and wound care products and a small stock stored at the point of care for short term or initial supply to the patient. This can significantly reduce time between patient's assessment and application of appropriate dressing. For long term treatment dressings should be supplied on FP10 for that individual patient <p>Ensure formulary compliance A single formulary has been adopted across Hampshire and another across Surrey. This ensures that only evidence-based , clinically effective dressings and wound care products are available for use.</p>		
<p>3.2 Service description/care pathway</p> <p>As diagram below;</p>		



- All invoices are extracted from ONPOS® online by a member of the Medicines Management team for processing at the beginning of each month.
- The choice of dressings, wound care products and continence products on ONPOS® will reflect the current formulary.
- **Any orders for dressings outside this formulary or dressings intended for long term treatment will need to be via FP10 prescription.**
- Training for community pharmacies on using the ONPOS® system will be provided by Coloplast.
- The pharmacy must undertake the training on the ONPOS system within three months of commencement of the service.
- **The pharmacy must process and deliver the completed order within two working days to the location agreed with the person placing the order. If the pharmacy is repeatedly unable to deliver an order within this time period their contract will be terminated and the pharmacy removed from the list of providers**
- Any changes to the scheme will be notified to the provider at least 90 days in advance.

3.3 Population covered

Patients registered with a GP within the North East Hampshire & Farnham CCG area.

3.4 Any acceptance and exclusion criteria and thresholds

3.5 Interdependence with other services/providers

- The Community pharmacy shall ensure that effective and clear communication is maintained with the community nurses, practice nurses and care homes staff and the staff providing the enhanced recovery service at Fleet Hospital.

There is an overarching wound formulary which has been developed between a number of local stakeholders including Tissue Viability Nurse Specialists and Medicines Management Teams.

4. Applicable Service Standards

4.1 Applicable local standards

In 2010 the NPC was asked by the Department of Health to undertake the production of guiding principles for the procurement and supply of appliances as listed in Part IX of the Drug Tariff. There was a particular need to develop guiding principles for the prescribing and supply of dressings, especially in primary care. In order to improve the quality and productivity of patient care the guiding principles consider the whole patient care pathway rather than focusing solely on the products prescribed.

In April 2011, the National Prescribing Centre integrated into the National Institute for Health and Clinical Excellence (NICE). However, the guiding principles do not constitute formal guidance of the National Institute for Health and Clinical Excellence.

5. Applicable quality requirements and CQUIN goals

Not Applicable

6. Location of Provider Premises

The Provider's Premises are located at:

7. Individual Service User Placement

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

Wound Formulary on ONPOS® system

J. Transfer of and Discharge from Care Policies

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

The Service Provider is expected to adhere to the Hampshire County Council Safeguarding Policy as shown on the website referenced:
<http://documents.hants.gov.uk/adultservices/procedures/safeguardingadultspolicy>
or
The Service Provider is expected to adhere to the Surrey County Council Safeguarding Policies as show on the website referenced below:
<http://www.surreycc.gov.uk/social-care-and-health/adult-social-care/protecting-adults-fromharm/surrey-safeguarding-adults-board>
Whichever is relevant to their geographical location

SCHEDULE 3 – PAYMENT

A. Local Prices

Drug Tariff cost of dressings and wound care products plus VAT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

F. Expected Annual Contract Values

< £20,000

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.4</i>	<i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test*</i>	<i>Operating standard of no more than 1%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Monthly</i>	<i>CS D</i>
<i>E.B.S.3</i>	<i>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care*</i>	<i>Operating standard of 95%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH</i>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with	Review of Service Quality Performance Reports	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
		Regulation 20 of the 2014 Regulations				
	Completion of a valid NHS Number field in mental health commissioning data sets submitted via SUS, as defined in Contract Technical Guidance	99%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
	Completion of Mental Health Services Data Set ethnicity coding for all detained and informal Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
	Completion of IAPT Minimum Data Set outcome data for all appropriate Service Users, as defined in Contract Technical Guidance	Operating standard of 90%	Review of Service Quality Performance Reports	Where the number of breaches in the month exceeds the tolerance permitted by the threshold, £10 in respect of each excess breach above that threshold	Monthly	MH
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a	For the period 1 April 2017 to 31 March 2018, operating standard of 50%. From 1 April 2018, operating standard of 53%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<i>NICE-recommended package of care*</i>					
E.H.1	<i>Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment*</i>	<i>Operating standard of 75%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>
E.H.2	<i>Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment*</i>	<i>Operating standard of 95%</i>	<i>Review of Service Quality Performance Reports</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.27A apply.

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

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

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

Not applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the NHS Digital website to be found at https://digital.nhs.uk/services/the-challenging-burden-service/central-register-of-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally			
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22</i>)	Not applicable	Not applicable	Not applicable
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Not applicable	Not applicable	Not applicable
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	Not applicable	Not applicable	Not applicable
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Not applicable	Not applicable	Not applicable
5. Summary report of all incidents requiring reporting	Not applicable	Not applicable	Not applicable
Local Requirements Reported Locally*			
On occasion the CCG may contact the community pharmacy to review the service and make general enquiries.	undetermined	verbal	undetermined

* In completing this section, the Parties should, where applicable, consider the change requirements for local commissioning patient-level data flows which will need to be implemented when the new national Data Services for Commissioners technical solution becomes operational. These change requirements will be published within the *Data Services for Commissioners Resources* webpage: <https://www.england.nhs.uk/ourwork/tsd/data-services/>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

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

As per the Providers local procedures.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE* NOT APPLICABLE

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any 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 Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any 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 Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 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 Services or the relevant Service;

- 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

**Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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