

NHS Standard Contract

~~2019/20~~2020/21

Particulars (Shorter Form)

Contract title / ref:

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Contract Reference	
DATE OF CONTRACT	
SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
COMMISSIONERS	[] (ODS [])
CO-ORDINATING Commissioner	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

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CONTRACT

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

1. these **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

**[INSERT AUTHORISED SIGNATORY'S NAME] for
and on behalf of
[INSERT COMMISSIONER NAME]**

.....
Title

.....
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S NAME] for
and on behalf of
[INSERT PROVIDER NAME]**

.....
Title

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	[The date of this Contract] [or as specified here]
Expected Service Commencement Date	
Longstop Date	
Service Commencement Date	
Contract Term	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
Option to extend Contract Term	YES / NO
Notice Period (for termination under GC17.2)	[] months
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services <u>(including continuing care for children)</u> (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)	
<u>Co-operation with PCN(s) in service models</u>	
<u>Anticipatory Care</u>	<u>YES/NO</u>
<u>Enhanced Health in Care Homes</u>	<u>YES/NO</u>
Service Requirements	
Essential Services (NHS Trusts only)	YES/NO
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?	YES/NO

PAYMENT	
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	YES/NO
Local Prices Apply to some or all Services	YES/NO
Expected Annual Contract Value Agreed	YES/NO
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Deprivation of Liberty Lead <u>Provider's Mental Capacity and Liberty Protection Safeguards Lead</u>	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: [] Address: [] Email: []

	Commissioner: [] Address: [] Email: [] Provider: [] Address: [] Email: []
Commissioner Representative(s)	[] Address: [] Email: [] Tel: []
Provider Representative	[] Address: [] Email: [] Tel: []

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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
2. [Evidence of CQC registration (where required)]
3. [Evidence of Monitor's Licence (where required)]
4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]*
5. [Insert text locally as required]

C. Extension of Contract Term

To be included only in accordance with the Contract Technical Guidance.

1. [As advertised to all prospective providers during the competitive tendering exercise leading to the award of this Contract], the Commissioners may opt to extend the Contract Term by [] months/year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than [] months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only once, and only on or before the date referred to in paragraph 2 above;
 - 3.2 only by all Commissioners; and
 - 3.3 only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

Or

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Insert text locally as required

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SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Anticipatory Care

Indicative requirements marked YES are mandatory. Indicative requirements marked YES/NO – delete as appropriate to indicate requirements which do or do not apply to the Provider.

<u>1.0 Anticipatory Care Requirements</u>	
<u>1.1 Primary Care Networks and other providers with which the Provider must cooperate</u>	
<input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> other providers]	
<u>1.2 Indicative requirements</u>	
<ul style="list-style-type: none"> From no later than 30 June 2020, assist with the development and improvement of system-level population health management approaches to identify patients with complex needs that would benefit from anticipatory care. 	<u>YES</u>
<ul style="list-style-type: none"> Support the coordination of the care and support of people being treated by the anticipatory care model, building links and working across the system to facilitate development of a wider model of integrated care for individuals living with complex needs 	<u>YES</u>
<ul style="list-style-type: none"> Work with others to develop and agree delivery, clinical accountability and governance arrangements with practices working as part of a PCN, engaging with other providers of community services, mental health care, social care and voluntary services. 	<u>YES</u>
<ul style="list-style-type: none"> Work with the CCG, PCN, providers of social care, the voluntary sector and patient representative groups to co-design and clearly set out how and where the range of support service offers described below (which will be recurrently available through MDTs for those receiving anticipatory care) and other support services will be delivered. 	<u>YES</u>
<ul style="list-style-type: none"> From no later than 30 June 2020, work with others to develop and sign data sharing agreements with GP practices and with other providers delivering community and mental health services, local acute Trust, voluntary sector organisations and providers of social care to support the operation of MDTs and the development of population health data sets. 	<u>YES</u>
<ul style="list-style-type: none"> Support the development of system-level linked data sets to build population health analytics capabilities, including the extraction of anonymised, patient level data. 	<u>YES</u>
<ul style="list-style-type: none"> From no later than 30 June 2020, support the prioritisation of a target cohort of patients based on professional judgement. 	<u>YES/NO</u>

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Enhanced Health in Care Homes

Indicative requirements marked YES are mandatory. Indicative requirements marked YES/NO – delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 <u>Enhanced Health in Care Homes Requirements</u>	
1.1 <u>Primary Care Networks and other providers with which the Provider must cooperate</u>	
<input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> PCN (acting through lead practice <input type="checkbox"/> /other) <input type="checkbox"/> [other providers]	
1.2 <u>Indicative requirements</u>	
<ul style="list-style-type: none"> <u>Work alongside PCNs and care homes to ensure delivery of the multidisciplinary elements of the service model described in the Enhanced Health in Care Homes Service Description.</u> 	<u>YES</u>
<ul style="list-style-type: none"> <u>From no later than 30 June 2020, co-design with the PCN, and thereafter participate in, a multidisciplinary team (MDT) of professionals, to work in close collaboration with care homes to develop and monitor personalised care and support plans.</u> 	<u>YES</u>
<ul style="list-style-type: none"> <u>Attend MDT meetings and manage delivery of the MDT if agreed locally.</u> 	<u>YES</u>
<ul style="list-style-type: none"> <u>From no later than 30 June 2020, support the establishment of protocols between the care home and wider system partners for information sharing and shared care planning, use of shared care records and clear clinical governance and accountability.</u> 	<u>YES</u>
<ul style="list-style-type: none"> <u>From no later than 30 September 2020, deliver, participate in or prepare for home rounds as agreed with the PCN and provide initial triage of people living in care homes who have been flagged for review.</u> 	<u>YES/NO</u>
<ul style="list-style-type: none"> <u>From no later than 30 September 2020, deliver, as determined by the MDT (multidisciplinary team), elements of holistic assessment for people in care homes across five domains: physical, psychological, functional, social and environmental, drawing on existing assessments that have taken place where possible.</u> 	<u>YES/NO</u>
<ul style="list-style-type: none"> <u>Provide input to the person's personalised care and support plan within seven working days of admission to the home, and within seven working days of readmission following a hospital episode.</u> 	<u>YES/NO</u>
<ul style="list-style-type: none"> <u>Deliver expert palliative and end of life care support as required to care homes 24 hours a day.</u> 	<u>YES/NO</u>

<ul style="list-style-type: none"> • <u>From no later than 30 September 2020, provide one-off or regular support to people within care homes based on the needs defined in the personalised care and support plan and those identified by care home staff.</u> • <u>This support must include:</u> <ul style="list-style-type: none"> ○ <u>community nursing</u> ○ <u>tissue viability</u> ○ <u>falls prevention, advice and strength and balance training</u> ○ <u>oral health</u> ○ <u>speech and language therapy including dysphagia assessment and support</u> ○ <u>dietetics</u> ○ <u>hydration and nutrition support</u> ○ <u>continence assessment and care (urinary and faecal)</u> ○ <u>psychological therapies e.g. via IAPT services or local older people's mental health services</u> ○ <u>cognitive stimulation or rehabilitation therapy and reminiscence therapy for people with dementia</u> ○ <u>any other activities as set out in 1.3</u> 	<p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p>
<ul style="list-style-type: none"> • <u>From no later than 30 September 2020, support the identification and assessment of eligibility for urgent community response services and:</u> <ul style="list-style-type: none"> ○ <u>deliver urgent community response services (which include provision of crisis response within two hours and reablement within two days of referral):</u> ○ <u>deliver specialist mental health support in cases of mental health crisis and challenging behavior and psychological symptoms of dementia</u> <p><u>Where the above would help a person to remain safely and recover in their care home as an alternative to hospital admission or to support timely hospital discharge.</u></p> 	<p><u>YES/NO</u></p> <p><u>YES/NO</u></p> <p><u>YES/NO</u></p>
<ul style="list-style-type: none"> • <u>Make opportunities for training and shared learning available to care home staff, drawing on existing continued professional development programmes for staff working in community services.</u> 	<p><u>YES/NO</u></p>
<ul style="list-style-type: none"> • <u>From no later than 30 September 2020, support the development and delivery of transfer of care schemes.</u> 	<p><u>YES/NO</u></p>
<ul style="list-style-type: none"> • <u>From no later than 30 September 2020, support the development of clear referral routes and information sharing arrangements between the care home and other providers.</u> 	<p><u>YES/NO</u></p>

1.3 Specific obligations

[To include details of care homes to be served]

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SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Insert text locally in respect of one or more Contract Years, or state Not Applicable

D. Essential Services (NHS Trusts only)

Insert text locally or state Not Applicable

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

J. Transfer of and Discharge from Care Protocols

Insert text locally as required or state Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally as required

SCHEDULE 3 – PAYMENT

A. Local Prices

Insert template in respect of any departure from an applicable national currency; insert text and/or attach spreadsheets or documents locally

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>~~<https://improvement.nhs.uk/resources/locally-determined-prices/>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state 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>~~<https://improvement.nhs.uk/resources/locally-determined-prices/>). 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.

Insert template; insert any additional text and/or attach spreadsheets or documents locally – or state Not Applicable

F. Expected Annual Contract Values

Insert text locally (for one or more Contract Years) or state Not Applicable

(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.21.)

(In order to be able to demonstrate compliance with national requirements for increased CCG investment in a) specified mental health services, ensure that the indicative values for these services are identified separately below. Guidance on the definitions which apply will be published as part of the NHS Operational Planning and Contracting Guidance 2020/21).

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	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	Monthly	CS D
E.B.S.3	Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days 72 hours of discharge from psychiatric in-patient care	Operating standard of 95% 80%	See MHPG Guidance at: https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/ See Contract Technical Guidance Appendix 3	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	Quarterly	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	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
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 NICE-recommended package of care	Operating standard of 56%60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.1	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	Operating standard of 75%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.2	Improving Access to Psychological Therapies	Operating standard of 95%	See Contract Technical Guidance	Issue of Contract Performance Notice and	Quarterly	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
	<i>(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>Appendix 3</i>	<i>subsequent process in accordance with GC9</i>		

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

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					

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SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

EITHER:

CQUIN Table 1: CQUIN Indicators

Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years
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OR:

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract.

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 DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-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>)	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	[For local agreement, not less than quarterly]	[For local agreement]	[For local agreement]
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	[For local agreement]	[For local agreement]	[For local agreement]
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
5. Summary report of all incidents requiring reporting	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
Local Requirements Reported Locally			
Insert as agreed locally			The Provider must submit any patient-level-patient-identifiable data required in

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	Reporting Period	Format of Report	Timing and Method for delivery of Report
			relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

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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
Insert text locally

Draft

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting available via <http://www.england.nhs.uk/nhs-standard-contract/>).
If the Provider is not to act as a Data Processor, state Not Applicable

Draft

SCHEDULE 7 – PENSIONS

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

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SCHEDULE 8 – TUPE*

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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