NHS Standard Contract 2021/22

Particulars (Shorter Form)

Contract title / ref:

This comparison document shows the 'tracked changes' between the draft 2021/22 NHS Standard Contract published for consultation in January 2021, and the final version of the 2021/22 NHS Standard Contract published in March 2021.

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Version number: 1

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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

Contract title: …….

Contract ref: ……..….

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 (including continuing care for children) (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)	
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	**YES/NO**
~~**Anticipatory Care**~~	~~**YES/NO**~~
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~~apply to some or all Services (including where subject to Local Modification or Local Variation)	**YES/NO**
Local Prices ~~Apply~~apply to some or all Services	**YES/NO**
Expected Annual Contract Value ~~Agreed~~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 (children) / named professional for safeguarding children	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Child Sexual Abuse and Exploitation Lead	**[ ]** **Email: [ ]** **Tel: [ ]**
Provider's Mental Capacity and Liberty Protection Safeguards Lead	**[ ]** **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: [ ]**

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

SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model.

Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 Enhanced Health in Care Homes Requirements

1.1 Primary Care Networks and other providers with which the Provider must cooperate

[ ] PCN (acting through lead practice [ ]/other)
[ ] PCN (acting through lead practice [ ]/other)
[other providers]

1.2 Indicative requirements

Have in place, by the start of the 2021/22 Contract Year, a list of the care homes for which it is to have responsibility during the 2021/22 Contract Year, agreed with the relevant CCG.	YES
Have in place, by the start of the 2021/22 Contract Year, a plan for how the service will operate, agreed with the relevant CCG(s), PCN(s), care homes and other providers [listed above], and abide on an ongoing basis by its responsibilities under this plan.	YES
Have in place, by the start of the 2021/22 Contract Year, and maintain in operation on an ongoing basis, in agreement with the relevant PCN(s) and other providers [listed above] a multidisciplinary team (MDT) to deliver relevant services to the care homes.	YES
Have in place, by the start of the 2021/22 Contract Year, and maintain in operation on an ongoing basis, protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance.	YES
On an ongoing basis from the start of the 2021/22 Contract Year, participate in and support 'home rounds' as agreed with the PCN as part of an MDT.	YES/NO
On an ongoing basis from the start of the 2021/22 Contract Year, operate, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes, with the expectation that all personalised care and	YES/NO

support plans will be in digital form with effect from no later than 31 March 2022. Through these arrangements, the MDT will: • aim for the plan to be developed and agreed with each new resident within seven ~~working days~~Operational Days of admission to the home and within seven ~~working days~~Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale); • develop plans with the person and/or their carer; • base plans on the principles and domains of a Comprehensive Geriatric Assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate; • draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and • make all reasonable efforts to support delivery of the plan.	
On an ongoing basis from the start of the 2021/22 Contract Year, work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.	YES/NO
On an ongoing basis from the start of the 2021/22 Contract Year, work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27.	YES/NO

1.3 Specific obligations

[*To include details of care homes to be served*]

SCHEDULE 2 – THE SERVICES

Aii. Service Specifications – Anticipatory Care

Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the Anticipatory Care model.

Indicative requirements marked YES/NO will be requirements for the Provider in question if agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.

1.0 Anticipatory Care Requirements	
1.1 Primary Care Networks and other providers with which the Provider must cooperate [ ] PCN (acting through lead practice [ ]/other) [ ] PCN (acting through lead practice [ ]/other) [other providers] **1.2 Indicative requirements**	
• By no later than 30 September 2021, have agreed with the relevant CCG(s), PCN(s) and other providers listed above a plan for how the Anticipatory Care service will operate.	YES
• From 30 September 2021 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.	YES
• From 30 September 2021, support the coordination of the care and support of people being treated under the Anticipatory Care model, building links and working across the system to facilitate development of a wider model of integrated care for individuals at risk of unwarranted health outcomes, with a focus on patients with multi-morbidities who are expected to be predominantly, but not exclusively, older people.	YES
• Work with others to develop and sign, as soon as is practicable and by no later than 31 March 2022, data sharing agreements with GP practices, and with other providers delivering acute, community and mental health services, voluntary sector organisations and providers of social care, to support the operation of MDTs and the development of population health data sets.	YES
• From 30 September 2021, support the development of system-level linked data sets to build population health analytics capabilities, including the extraction of anonymised, patient level data.	YES
• From 30 September 2021, support the prioritisation of a target cohort of patients based on professional judgement [and the Anticipatory Care Framework, to be published in February 2021].	YES/NO

• In complying with its continuing obligations under SC4.2, from 30 September 2021, align community nursing staff and allied health professionals to the local PCN and identify other professions that may need to be involved in the MDT discussion.	YES/NO
• From 30 September 2021, attend (virtually or face-to-face as agreed) and participate actively in the MDT discussion – using available information to plan and co-ordinate the care of patients discussed.	YES/NO
• From 30 September 2021, support the PCN in its co-ordination and delivery of constituent parts of comprehensive and targeted needs assessments.	YES/NO
• From 30 September 2021, contribute to the development and delivery of personalised care and support plans (including advance care / end of life care plans) for those individuals whose comprehensive need assessment identifies that they should be supported by community health professionals.	YES/NO
• From 30 September 2021, support the PCN in its co-ordination of support offers if locally agreed.	YES/NO
• From 30 September 2021, deliver relevant support offers as identified in the patient's needs assessment and personalised care and support plan, to include	YES/NO
○ fall risk assessment and intervention including bone health management and strength and balance training	YES/NO
○ long term conditions management	YES/NO
○ rehabilitation services	YES/NO
○ continence services	YES/NO
○ podiatry services	YES/NO
○ tissue viability service	YES/NO
○ care co-ordination	YES/NO
○ mobility assessment	YES/NO
○ continence assessment (urinary and faecal)	YES/NO
○ carer identification and signposting to local support	YES/NO
○ comprehensive or targeted needs assessment for other validated cohorts with complex needs.	YES/NO
○ care coordination review for other validated cohorts with complex needs.	YES/NO
○ relevant outreach services to hard to reach groups	YES/NO
○ mental health assessment and interventions to identify and manage depression and anxiety, including IAPT	YES/NO
○ cognitive assessment (to identify dementia and delirium risk) and post diagnosis dementia support (including cognitive stimulation therapy and cognitive rehabilitation therapy);	YES/NO
○ any other activities as set out in 1.3	YES/NO

1.3 Specific obligations

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://improvement.nhs.uk/resources/locally-determined-prices/) – or state Not Applicable.~~www.england.nhs.uk/pay-syst/national-tariff/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://improvement.nhs.uk/resources/locally-determined-prices/).~~www.england.nhs.uk/pay-syst/national-tariff/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

D. 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 the Mental Health Investment Standard and with national requirements for increased investment in Primary Medical and Community Services, ensure that the indicative values for the relevant services are identified separately below. For guidance on the definitions which apply in relation to the Mental Health Investment Standard, see Categories of Mental Health Expenditure. Guidance in relation to primary medical and community services will be published as part of the NHS Operational Planning Guidance for 2021/22 in due course.)

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved		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/	Month	~~Monthly~~	CS D
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care	Operating standard of 80%	See Contract Technical Guidance Appendix ~~3~~2	Quarter	~~Quarterly~~	MH
	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	Ongoing	~~Monthly~~	All
E.H.4	Early Intervention in Psychosis programmes: the percentage	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time	Quarter	~~Quarterly~~	MH

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved		Applicable Service Category
	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		Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/			
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 Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: ~~https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/~~https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	~~Quarterly~~	MH
E.H.2	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	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: ~~https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/~~https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter	~~Quarterly~~	MH

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.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
Insert text and/or attach spreadsheet or documents locally			

~~SCHEDULE 4 – QUALITY REQUIREMENTS~~

~~D. Commissioning for Quality and Innovation (CQUIN)~~

~~We are considering changes for 2021/22 to CQUIN, the national scheme to incentivise improvements in quality of care. We are keen to simplify the financial arrangements, whilst not losing our focus on taking forward key clinical initiatives. At this stage, we have not proposed changes to the Contract text relating to CQUIN (Service Condition 38 and Schedule 4D). Revised arrangements will be published in the New Year, and we will then make any necessary amendments when we publish the final version of the Contract.~~

~~EITHER:~~

~~CQUIN Table 1: CQUIN Indicators~~

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

~~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 *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)*	[For local agreement, not less than ~~quarterly~~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~~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.~~3. 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.~~4. 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-identifiable data required in relation to Local Requirements Reported Locally via the Data

	Reporting Period	Format of Report	Timing and Method for delivery of Report
			Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement. [Otherwise, for local agreement]

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

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

SCHEDULE 7 – PENSIONS

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

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.*

First published ~~January~~March 2021
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