



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

Updated January 2018

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NHS Standard Contract

2017/18 and 2018/19

Particulars (Shorter Form) (updated January 2018)

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Prepared by: NHS Standard Contract Team
nhscb.contractshelp@nhs.net

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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

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT COMMISSIONER NAME]
Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for
Title

and on behalf of
[INSERT PROVIDER NAME]
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	3 years commencing [] [(or as extended in accordance with Schedule 1C)]
Option to extend Contract Term	No
Notice Period (for termination under GC17.2)	[] months
SERVICES	
Service Categories	Selected
Community Services (CS)	Yes
Continuing Healthcare Services (CHC)	
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)	No
PAYMENT	
Expected Annual Contract Value Agreed	No
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	No
Local Prices Apply to Some or All Services	Yes

GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] 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	[] 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. [Insert text locally as required]

C. Extension of Contract Term

To be included only in accordance with NHS Standard Contract Technical Guidance.

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Mandatory headings 1 – 4: mandatory but detail for local determination and agreement.
 Optional headings 5-7: optional to use, detail for local determination and agreement. All subheadings for local determination and agreement.

Service Specification No.	1
Service	Locally Commissioned Services delivered through MK Pharmacy First – Minor Ailments Scheme
Commissioner Lead	Richard Alsop/Janet Corbett
Provider Lead	TBC
Period	1 st April 2018 – 31 st March 2021
Date of Review	31 st March 2019

1. Population Needs															
<p>1.1 National/local context and evidence base</p> <p>All pharmacies are expected to provide essential and those advanced services they are contracted to provide to all their patients. This enhanced service specification outlines the more specialised service to be provided for NHS supply of treatment & enhanced advice for the minor ailments specified in the protocol. No part of the specification by commission, omission or implication defines or redefines essential or advanced services.</p>															
2. Outcomes															
<p>2.1 <u>NHS Outcomes Framework Domains & Indicators</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Domain 1</td> <td style="width: 70%;">Preventing people from dying prematurely</td> <td style="width: 15%;"></td> </tr> <tr> <td>Domain 2</td> <td>Enhancing quality of life for people with long-term conditions</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Domain 3</td> <td>Helping people to recover from episodes of ill-health or following injury</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Domain 4</td> <td>Ensuring people have a positive experience of care</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Domain 5</td> <td>Treating and caring for people in safe environment and protecting them from avoidable harm</td> <td></td> </tr> </table>	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	✓	Domain 4	Ensuring people have a positive experience of care	✓	Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm	
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	✓													
Domain 4	Ensuring people have a positive experience of care	✓													
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm														
<p>2.2 Local defined outcomes</p> <p>Provision of an NHS supply of medicines to patients presenting with symptoms for minor ailments included in the specified list. Pharmacists will also offer enhanced patient education on self-care of the condition and signpost to other services where required. The pharmacist</p>															

will also support patient education on appropriate access to NHS services.

3. Scope

3.1 Aims and objectives of service

To reduce the inappropriate use of GP appointments, UCS attendance and A&E attendance for minor illness.

To increase support to patients for self-care of minor illness

To increase use of community pharmacy expertise in cost-effective NHS management of minor illness.

To signpost patients to the most appropriate support service available, where not covered by the scheme.

3.2 Service description/care pathway

- Patients presenting at the GP surgery, MK UCS, or A&E may be offered transfer into this service.
- Patients presenting at the Community Pharmacy who are confirmed as being registered with an MK GP practice, may self-refer into the service & will receive the enhanced level of care laid out in this specification.
- Evidence of registration with MK GP must be confirmed for all patients self-referring into this service. The Pharmacist will be required to be satisfied of the patient's registration with an MK surgery.
- Practitioners will work to the suggested SOP (see supporting documents)

Referring Patients with Minor Ailments to pharmacies

- GP surgeries, MK Urgent Care Services (UCS) & A&E are requested to display Minor Ailments Scheme posters and provide patient information leaflets promoting the service.
- Reception staff may advertise the scheme to patients requesting appointments. They shall advise patients of the need to take evidence of GP registration to the pharmacy. In the absence of an NHS medical card, or prescription tear-off slip, explain that the pharmacy may confirm registration status by telephone, with patient's permission.
- Professionals referring patients in other situations (e.g. by phone, or after discussion with other practitioners) shall also advise patients of the need to take evidence of GP registration to the pharmacy. In the absence of an NHS medical card, or prescription tear-off slip, explain that the pharmacy may confirm registration status by telephone, with patient's permission.
- For patients under the age of 16 the parent/guardian can accept transfer into the Scheme on behalf of the patient. (Usual Fraser Competencies apply)
- Unless contraindicated, the GPs will prescribe from the same agreed formulary for the given minor ailment to ensure equity of treatment for the patient.

Duties of Community Pharmacies

- The pharmacy will identify patients who present with symptoms for illnesses included on the approved list and offer inclusion into the scheme where this will

prevent unnecessary use of a GP appointment. The pharmacy will also accept appropriate self-referrals and referrals from other healthcare professionals, provided the patient has not already been seen by them for that episode of illness.

- Patients should only be accepted into the service if they meet the inclusion criteria and the Pharmacist is satisfied of the patient's registration with an MK surgery. This may be confirmed with the practice by phone with the patient's consent.
- Patients may be accepted into the service only if presenting in person at the pharmacy.
- The Pharmacist routinely provides a professional consultation service including patient assessment and advice in line with Essential Service 6 (Support for Self-Care). Where a product is required an NHS treatment may be supplied under the scheme, within conditions of the product protocol. The pharmacist will then also offer enhanced patient education on self-care and signpost to other services where required. Where no treatment is supplied it is assumed that the patient falls outside the protocols and is thus not within the LES.
- If a product is required the pharmacist will :
 - Complete the FPPharm Pharmacist Prescription (see supporting documents).
 - Pharmacies must be able to identify what product was supplied to each patient, for which condition and on what date. The patient must sign the declaration of exemption on the FPPharm. The pharmacist must also demonstrate when a claim was submitted for that activity.
 - Enter onto the PMR to ensure medication given is in the context of other prescribed medication for the patient. The pharmacist will retain these details for their own records.
 - Provide a single course of medication, only if necessary, from the agreed formulary appropriate to the patient's condition.
 - Ensure appropriate advice is given on using treatment effectively as specified in protocol and provide information to enable the patient to self-care and take increasing responsibility for managing their own ongoing care. Appropriate information may include, but is not limited to, provision of leaflets or signposting to the NHS Choices website.
 - The Pharmacist should ensure that the patient has completed and signed the declaration of Exemption of Prescription charges (on reverse of FPP harm).
 - The pharmacist will retain signed pharmacist prescription forms and computer records in the pharmacy for 18 months after the end of the year to which they relate, for post-payment verification audit purposes
- Claims cannot be submitted for payment more than 2 months after the month in which the consultation took place.
- The lead pharmacist will advise all staff and colleagues of the requirements for working within the protocol.
- Normal rules of patient confidentiality apply.
- The Pharmacist should ensure that the patient has completed and signed the declaration of Exemption of Prescription charges (on reverse of FPPharm.)
- If, in the opinion of the pharmacist, the patient presents with symptoms outside the Scheme, depending on the clinical circumstances, the pharmacist can either

undertake a counter sale of a suitable treatment or the patient should be advised to either call NHS111, or be referred to their GP, MK Urgent Care Service (MKUCS) or A&E according to normal practice.

- Generally, if a patient presents more than twice within a month with the same symptoms, the patient should be referred to their surgery (or another health care provider if appropriate), and no further supply will be made. However this is dependent on professional judgement (e.g. hay fever may continue beyond a month).
- The patient's Summary Care Record (SCR) may need to be accessed in order to deliver the service effectively. The patient's consent must be gained before accessing the SCR.
- If the patient presents with symptoms indicating the need for immediate medical attention, the patient should be advised to telephone the surgery. If this situation is outside normal surgery hours the patient should be advised to contact NHS 111 or to attend MK UCS or A&E as appropriate.
- The Contractor will be required to co-operate with any locally agreed CCG-led assessment of service user experience or survey to gain evidence of shift of workload.

3.3 Population covered

This service is available to patients registered with any Milton Keynes GP practice.

3.4 Any acceptance and exclusion criteria

Patients can accepted into this service provided they are:

- 18 years of age or under and in full time education or
- named on a current HC2 charges certificate or
- In receipt of one of the following benefits –
 - Income Support or income-related Employment and Support Allowance
 - gets income-based Jobseekers Allowance
 - is entitled to, or named on, a valid NHS Tax Credit exemption certificate
 - Pension Credit guarantee credit (PCGC)
 - Universal Credit, in line with national criteria

Patients are at liberty to refuse this service.

3.5 Interdependencies with other services

Not applicable

4. Applicable Service Standards

4.1 Applicable national standards eg NICE, Royal College

Not applicable

4.2 Applicable local standards

Requirements for accreditation to provide this service.

All medicines currently included in the scheme are available for sale through pharmacies

and hence required competence falls within essential service specifications.

- A lead clinician in each site must attend CCG training on NHS supply of treatment using the scheme when this is offered.
- The lead pharmacist for each site is responsible for ensuring his staff/colleagues/locums are adequately trained to deliver the service at all times.
- The lead pharmacist will be able to demonstrate a Continuing Professional Development portfolio which supports all aspects of this work.
- The Contractor must keep a copy of the Service Specification and the current protocols in the branch for reference.
- The Contractor will participate in any audit or patient satisfaction survey to demonstrate shift of workload as required by the CCG.

5. Applicable quality requirements and CQUIN goals

5.1 Applicable Quality Requirements (See Schedule 4A-D)

An appropriate professional lead for each site will take responsibility for:

- Implementation of the service specification
- Updating all staff (including locum staff) with any amendments
- Assessing and providing where appropriate any training around the administration process.

To be reviewed by 31st March 2019.

5.2 Applicable CQUIN goals (See Schedule 4E)

Not Applicable

6. Location of Provider Premises

Insert Individual Pharmacy Address

7. Individual Service User Placement

The appendices listed below support this document and have been issued to providers separately for reference:-

1. MK Pharmacy First MAS Formulary March 2018
2. MK Pharmacy First MAS FPPharm March 2018
3. MK Pharmacy First MAS Incident Reporting Form 2018
4. MK Pharmacy First MAS Training Guide & Protocols March 2018
5. Pharmacy Summary Claim Form MKCCG 2018-19

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 Policies

[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>) – 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>). 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

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
<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>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Reportable Patient Safety Incident in accordance with Regulation 20 of the 2014 Regulations	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

In respect of the Operational Standard 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					

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators

<p>Insert completed CQUIN template spreadsheet(s) in respect of one or more Contract Years or state Not Applicable</p>

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 http://content.digital.nhs.uk/article/5073/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>)	[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*			

* 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

Insert text locally

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.*