



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

**Contract title/ref: South Sefton and
Southport and Formby - Care Homes (DPS)**

NHS Standard Contract

2017/18 and 2018/19

Particulars (Shorter Form)

First published: November 2016

Prepared by: NHS Standard Contract Team
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Contract Reference	South Sefton and Southport and Formby – Care Homes
DATE OF CONTRACT	1st May 2017
SERVICE COMMENCEMENT DATE	1st May 2017
CONTRACT TERM	2 years/11 months commencing 1st May 2017 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS South Sefton CCG (ODS 01T) NHS Southport and Formby CCG (ODS 01V)
CO-ORDINATING Commissioner	NHS South Sefton CCG NHS Southport and Formby CCG
PROVIDER	[INSERT PROVIDER NAME] ODS INSERT/LEAVE BLANK Principal and/or registered office address: [INSERT FULL ADDRESS AND POST CODE] Company number: [INSERT/LEAVE BLANK]

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CONTRACT

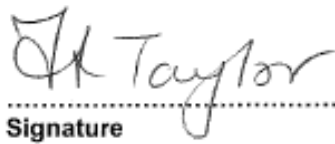
This Contract records the agreement between the Commissioners and the Provider and comprises

- 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

Fiona Taylor

.....
Title Chief Officer

[INSERT AUTHORISED SIGNATORY'S
 NAME] for
 and on behalf of
 NHS South Sefton CCG

.....
Date 2nd March 2017

SIGNED by


 Signature

Fiona Taylor

.....
Title Chief Officer

[INSERT AUTHORISED SIGNATORY'S
 NAME] for
 and on behalf of
 NHS Southport and Formby CCG

.....
Date 2nd March 2017

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	1 st May 2017
Expected Service Commencement Date	n/a
Longstop Date	n/a
Service Commencement Date	1 st May 2017
Contract Term	2 years/11 months commencing 1 st May 2017 (or as extended in accordance with Schedule 1C)
Option to extend Contract Term	YES
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (CHC)	Yes
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	Yes
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
Service Requirements	
Essential Services (NHS Trusts only)	NO
PAYMENT	
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	NO
Expected Annual Contract Value Agreed	NO

GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Information Governance Lead	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Caldicott Guardian	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Senior Information Risk Owner	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Accountable Emergency Officer	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Safeguarding Lead	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Child Sexual Abuse and Exploitation Lead	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Mental Capacity and Deprivation of Liberty Lead	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
Provider's Freedom To Speak Up Guardian	[NAME] Email: [EMAIL] Tel: [PHONE NUMBER]
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Co-ordinating Commissioner: Contracts and Commissioning Team</p> <p>Address: c/o Midlands and Lancashire Commissioning Support Unit Bevan House, 65 Stephenson Way, Wavertree Technology Park, Liverpool L13 1HN Email: debbie.jackson14@nhs.net jacquidouglas@nhs.net</p> <p>Provider: [NAME] Address: [INSERT FULL ADDRSS AND POST CODE]</p> <p>Email: []</p>

<p>Commissioner Representative(s)</p>	<p>Debbie Jackson/Jacqueline Douglas, IPA Contracts and Commissioning Team Address: Midlands and Lancashire CSU 3rd Floor Bevan House, Wavertree Technology Park, Liverpool L13 1HN Email: : debbie.jackson14@nhs.net jacquidouglas@nhs.net Tel: 07884 180258/07827 082053</p>
<p>Provider Representative</p>	<p>[NAME] Address: [INSERT FULL ADDRESS AND POST CODE] Email: [EMAIL] Tel: [PHONE NUMBER]</p>

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/Regulator registration
3. Evidence of Monitor's Licence (where applicable)
4. Safeguarding Policies and Mental Capacity Act Policies
5. Business Continuity Plan

C. Extension of Contract Term

To be included only in accordance with NHS Standard 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 **12** months.
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 **3** 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.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

 SCH2A Care Home Service Specification

B. Indicative Activity Plan

Not Applicable, no guaranteed activity
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D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

C&M Commissioning Policy <i>Please note that the CCGs are currently reviewing the Commissioning Policy.</i> Applicability- All C&M CCGs and West Lancashire CCG/ Catchment Authorisation Codes required for South Sefton and S&F CCGs

J. Transfer of and Discharge from Care Policies

 SC2J - Transfer_Discharge_I

K. Safeguarding Policies and Mental Capacity Act Policies

The Provider is expected to devise, implement and maintain procedures for its staff, which ensures compliance with LSCB Multi-Agency Safeguarding Procedures

<http://www.seftonlscb.co.uk/professionals/multi-agency-safeguarding-procedures/>

The Provider will be required to take into account and adopt the Pan Cheshire/ Merseyside Child Sexual Exploitation Multi-Agency Strategy and Pan Cheshire/ Merseyside Child Sexual Exploitation Operating Procedure - docs available at <http://www.seftonlscb.co.uk/>

This will include ensuring that the workforce is aware of vulnerability factors and risk indicators associated with CSE, has undertaken appropriate level of CSE training in accordance with role, understands the referral processes (screening tools) where concerns are identified and can contribute to localised procedures (MACSE-Multiagency Child Sexual Exploitation Meetings).

The service provider will comply with the lead commissioner's standards for safeguarding as detailed in the CCGs safeguarding policy and will provide evidence of their safeguarding arrangements on request, at a minimum this will be annually. Monitoring of on-going compliance will be on a regular basis in year determined by the commissioner.



SCH2K South Sefton
Safeguarding Policy V



SCH2K Southport &
Formby Safeguarding

SCHEDULE 3 – PAYMENT

A. Local Prices

Not Applicable

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.

- 1) Continuing Healthcare make payments for clients on a self-bill system whereby payments are generated and paid monthly, without the need for providers to submit invoices.

Service Conditions 36.38 will not apply and will be replaced with the following text:

36.45.1 The Commissioners and the Provider shall use a Self-Billing procedure for all payment related transactions in respect of the Services;

36.45.2 The Commissioners and the Provider shall adhere to the conditions imposed by HM Revenue and Customs in respect of Self-Billing invoices and processes, as may be amended from time to time;

36.45.3 The Provider shall:

- accept electronically delivered Self-Billing invoices raised on its behalf by the appropriate Commissioner(s) in respect of all Relevant Transactions;
- not to issue VAT invoices in respect of the Services provided;
- where for internal compliance reasons The Provider raises dummy invoices, the Provider will reconcile such dummy invoices to the Self-Billing Invoice;
- to reconcile their account with any factoring company as may be applicable from time to time;
- to only submit paper-copy Service where pre-agreed in writing with the Commissioners;
- subject to (v) above, to ensure the Application's Service Receipt submission system is used to capture all hours/deliverables provided in respect of the Services;
- to ensure that rates, hours, hours types and expenses are verified prior to submission or on-line entry of Service Receipts;
- to raise any discrepancies between a Self-Billing invoice received from the appropriate Commissioner(s) and invoicing data in its internal records within seven (7) days of receipt of such Self-Billing invoice;
- to notify The Commissioners representative, Midlands and Lancashire Commissioning Support Unit immediately if the Provider changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
- to respond to any request for confirmation of its VAT registration details within 7 days of request.

36.45.4 Where there is any breach whatsoever of Service Condition 36.45.3, the Commissioner may delay or not process payment of the sums due to the Provider from such Self-Billing invoices that the breach relates to.

36.45.5 The Commissioner shall:

- wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Provider on a regular (e.g. weekly or monthly) basis;
- to include on each invoice the Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
- to inform the Provider of any relevant changes to the applicable Commissioner's VAT

- registration status, and enter into a new Self-Billing agreement should this be necessary.

36.45.6 The Commissioner shall not accept any liability for payment of any of the Provider's services where the Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the Commissioner from time to time.

36.45.7 The Provider shall provide the Commissioner with its accurate bank details within the Application and must notify the Commissioner immediately if any of the Provider's bank details set out in the Application are to be changed in any way. The Commissioner reserves the right to withhold any sums due, without penalty, whilst investigating any such change of details.

The following definition shall be added to General Condition 1, Definitions and Interpretation Relevant Transactions — Those transactions / payments that become due.

2) Changes to Packages of Care:

For the avoidance of doubt, the Provider will need to notify both the CHC Team (CCG) and Business Admin Team on 01782 601 470 or email: bmadmin@staffordshirecss.nhs.uk within 24 (twenty four) hours of any changes to a care package which includes hospital admissions and death of a service user. Payments will be made on the basis below:

Hospital Admission (planned/unplanned):

First 2 (two) weeks: No discount applicable

From week 3 (three) onward: 80% of Standard Weekly rate payable only

From week 7 (seven) onward: 60% of Standard Weekly rate payable only

Death of a service user:

Payment will be made up to the date of death of a service user.

F. Expected Annual Contract Values

Not Applicable. There is no guaranteed level of activity.

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>
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 of discharge from psychiatric in-patient care*	Operating standard of 95%	Review of Service Quality Performance Reports	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
	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	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
	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 Minimum 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 NICE-recommended package of care*	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
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%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	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%	Review of Service Quality Performance Reports	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH

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

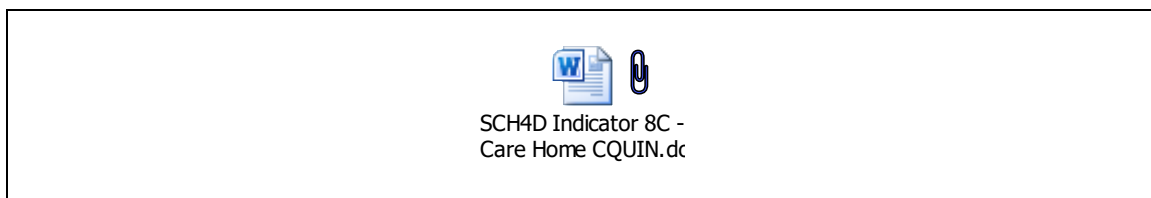
C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
 <p>SCH4C Quality Information Template</p>	<p>Non-/ Incomplete submission for 3 or more consecutive months</p>	<p>Review of Service Quality Performance Reports</p>	<p>Issue of Contract Performance Notice and subsequent process in accordance with GC9</p>	<p>Monthly</p>	<p>Care Home</p>

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

CQUIN Table 1: CQUIN Indicators



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]

	Reporting Period	Format of Report	Timing and Method for delivery of Report
Local Requirements Reported Locally			
Quality Reporting: adhere to local reporting standards monitoring quality standards within care homes set by Clinical Commissioning Groups.	As per Service Specification SCH4C, SCH4D and SCH6D	As per Service Specification SCH4C, SCH4D and SCH6D	As per Service Specification SCH4C, SCH4D and SCH6D

* 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

Providers policies to be inserted following contract award

Note for Independent Sector providers:

Serious Incident Framework NHSE- Guidance March 2013

<http://www.england.nhs.uk/wp-content/uploads/2013/03/sif-guide.pdf>

Reporting a serious incident occurring in independent sector healthcare or other provider outside the NHS.

- Independent sector healthcare providers must report any serious incident involving a patient receiving NHS funded care to the commissioning organisation with responsibility for the contract.
- Independent sector healthcare providers should report to the NRLS via the eForm of the NRLS although this is voluntary; CQC must be notified directly of abuse, serious injury and all deaths.

Independent sector healthcare providers are also responsible for reporting the incident directly to their appropriate regulator.



SCH6C SI SOP -
2016-11-01 1.1.docx

SCHEDULE 7 – PENSIONS

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.*

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