

NHS Standard Contract 2022/23

Particulars (Shorter Form)

***Contract title / ref: NurtureCare
Limited – Lighthouse 2022/2224***

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(please do not send contracts to this email address)

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Contract Reference	<i>NurtureCare Limited – Lighthouse 2022/2224</i>
DATE OF CONTRACT	1st April 2022
SERVICE COMMENCEMENT DATE	1st April 2022
CONTRACT TERM	2 years
COMMISSIONERS <i>Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs</i>	NHS Derby and Derbyshire CCG (ODS 15 M) *Subject to the passage of the Health and Care Bill through Parliament, and the necessary establishment orders being made once the Bill is passed, CCGs will cease to exist and ICBs will come into being on 1 July 2022. From this date the contract will transfer from NHS Derby and Derbyshire Clinical Commissioning Group (ODS 15M) to NHS Derby and Derbyshire Integrated Care Board (ICB) (ODS QJ2)
CO-ORDINATING Commissioner <i>See GC10</i>	NHS Derby and Derbyshire CCG (ODS 15 M)
PROVIDER	Nurtecare Ltd (ODS 8JE61)
	NurtureCare Limited Unit 3 Park Lane Industrial Estate Basford Nottingham NG6 0DW Company Number: 08619371

CONTENTS

PARTICULARS

SCHEDULES

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

(Schedule 1B Intentionally Omitted)

- A. Conditions Precedent
- C. Extension of Contract Term

SCHEDULE 2 – THE SERVICES (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

- A. Service Specifications
- Ai. Service Specifications – Enhanced Health in Care Homes
- B. Indicative Activity Plan
- D. Essential Services
- G. Other Local Agreements, Policies and Procedures
- J. Transfer of and Discharge from Care Protocols
- K. Safeguarding Policies and Mental Capacity Act Policies

SCHEDULE 3 – PAYMENT

- A. Local Prices
- B. Local Variations
- C. Local Modifications
- D. Expected Annual Contract Values

[Toc343591398](#) **SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS**

SCHEDULE 5 – INTENTIONALLY OMITTED

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS (Schedules 6B, 6D, 6E Intentionally Omitted)

- A. Reporting Requirements
- C. Incidents Requiring Reporting Procedure
- F. Provider Data Processing Agreement

SCHEDULE 7 – PENSIONS

SCHEDULE 8 – TUPE

SERVICE CONDITIONS

(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)

- SC1 Compliance with the Law and the NHS Constitution
- SC2 Regulatory Requirements
- SC3 Service Standards
- SC4 Co-operation
- SC5 Commissioner Requested Services/Essential Services
- SC6 Choice and Referrals
- SC8 Making Every Contact Count and Self Care
- SC10 Personalised Care
- SC11 Transfer of and Discharge from Care
- SC12 Communicating With and Involving Service Users, Public and Staff
- SC13 Equity of Access, Equality and Non-Discrimination
- SC15 Urgent Access to Mental Health Care
- SC16 Complaints
- SC17 Services Environment and Equipment
- SC18 Green NHS
- SC21 Infection Prevention and Control
- SC23 Service User Health Records
- SC24 NHS Counter-Fraud Requirements
- SC25 Other Local Agreements, Policies and Procedures
- SC28 Information Requirements
- SC29 Managing Activity and Referrals
- SC30 Emergency Preparedness, Resilience and Response
- SC32 Safeguarding Children and Adults
- SC33 Incidents Requiring Reporting
- SC34 Care of Dying People
- SC35 Duty of Candour
- SC36 Payment Terms
- SC37 Local Quality Requirements

ANNEX A National Quality Requirements

GENERAL CONDITIONS

(General Conditions 6-7, 34-35 intentionally omitted)

- GC1 Definitions and Interpretation
- GC2 Effective Date and Duration
- GC3 Service Commencement
- GC4 Transition Period
- GC5 Staff
- GC8 Review
- GC9 Contract Management
- GC10 Co-ordinating Commissioner and Representatives
- GC11 Liability and Indemnity
- GC12 Assignment and Sub-Contracting
- GC13 Variations

- GC14 Dispute Resolution
- GC15 Governance, Transaction Records and Audit
- GC16 Suspension
- GC17 Termination
- GC18 Consequence of Expiry or Termination
- GC19 Provisions Surviving Termination
- GC20 Confidential Information of the Parties
- GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency
- GC22 Intellectual Property
- GC23 NHS Identity, Marketing and Promotion
- GC24 Change in Control
- GC25 Warranties
- GC26 Prohibited Acts
- GC27 Conflicts of Interest and Transparency on Gifts and Hospitality
- GC28 Force Majeure
- GC29 Third Party Rights
- GC30 Entire Contract
- GC31 Severability
- GC32 Waiver
- GC33 Remedies
- GC36 Notices
- GC37 Costs and Expenses
- GC38 Counterparts
- GC39 Governing Law and Jurisdiction

Definitions and Interpretation

CONTRACT

Contract title: *NurtureCare Limited – Lighthouse 2022/2224*

Contract ref: *NurtureCare Limited – Lighthouse 2022/2224*

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

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*);
2. the **Service Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>;
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

- (i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and
- (ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

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

SIGNED by

.....
Signature

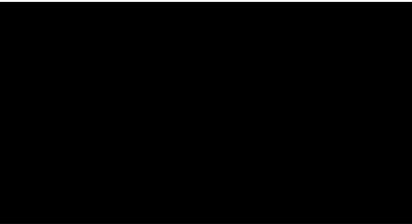


**Zara Jones for
and on behalf of
NHS Derby and Derbyshire
CCG**

.....
**Executive Director of Commissioning and
Operations**

.....**13.07.22**.....
Date

SIGNED by

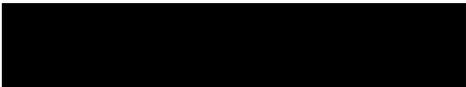


Signature

**Name: [Redacted] for
and on behalf of Nurturecare
Ltd**

Director

Date 20.06.22

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date See GC2.1	1 st April 2022
Expected Service Commencement Date See GC3.1	1 st April 2022
Longstop Date See GC4.1	Not Applicable
Contract Term	2 years
Commissioner option to extend Contract Term See Schedule 1C, which applies only if YES is indicated here	NO
Notice Period (for termination under GC17.2)	6 months
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract. Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.
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)	x
Patient Transport Services (PT)	
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	
Provider's Information Governance Lead	

Provider's Data Protection Officer (if required by Data Protection Legislation)	
Provider's Caldicott Guardian	
Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	
Provider's Safeguarding Lead (children) / named professional for safeguarding children	
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	
Provider's Child Sexual Abuse and Exploitation Lead	
Provider's Mental Capacity and Liberty Protection Safeguards Lead	
Provider's Freedom To Speak Up Guardian(s)	
CONTRACT MANAGEMENT	
<p>Addresses for service of Notices</p> <p>See GC36</p>	<p>Commissioner: [REDACTED] Director of Contracting and Performance/Deputy Director of Commissioning</p> <p>Address: NHS Derby and Derbyshire Clinical Commissioning Group First Floor, Cardinal Square, 10 Nottingham Road Derby DE1 3QT</p> <p>Email: [REDACTED]</p> <p>Provider: [REDACTED] NurtureCare Limited Unit 3 Park Lane Industrial Estate Basford Nottingham NG6 0DW</p>

	<p>Company Number: 08619371 Email: [REDACTED]</p>
<p>Commissioner Representative(s) <i>See GC10.2</i></p>	<p>[REDACTED] Contract Manager (Mental Health) NHS Derby and Derbyshire CCG Address: First Floor, Cardinal Square 10 Nottingham Road Derby DE1 3QT Email: [REDACTED]</p>
<p>Provider Representative <i>See GC10.2</i></p>	<p>[REDACTED] NurtureCare Limited Unit 3 Park Lane Industrial Estate Basford Nottingham NG6 0DW Company Number: 08619371 Email: [REDACTED]</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 <div style="text-align: center;">  Employers Liability Certificate.pdf Expires 05/01/2023 </div>
2.	<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <div style="text-align: center;">   CQC Registered Manager Certificate.p CQC Service Provider Certificate.pdf </div>

C. Extension of Contract Term Not Applicable

SCHEDULE 2 – THE SERVICES

Service Specification No.	
Service	Health Training and Competency Assessment for care staff at the Derby Integrated Disabled Children’s Service’s Residential Short Breaks offering at the Lighthouse
Commissioner Lead	CCG Lee English
Provider Lead	
Period	1 January 2021 x 3 years
Version	0.8
Date of Review	

1 Overview of Service Requirement

1.1 Summary

- 1.1.1. To deliver a training and competency assessment programme with support to social care staff to meet the needs of children in the Light House Residential Short Breaks Service with a range of disabilities (excluding those with complex needs who have individual care packages).

Background

- 1 The Light House is an integrated disabled children's service which is jointly funded by Derby City Council and NHS Derby and Derbyshire CCG. Within the Light House there is a residential short breaks service that provides regular breaks for children with a moderate to severe learning disability along with a wide range of disabilities from autism and/or challenging behaviour to complex physical health needs.
- 2 Children are allocated between 2 to 5 nights respite per month and there will be approximately 60 young people accessing the service. Parents and carers have told us that this service is a lifeline to them and that it makes a huge difference to the quality of their family life. The CCG holds the responsibility to ensure the health needs of the children are met while they access the service. Derby City Council is both the lead commissioner and lead provider. The Unit is split into 2 Units, Star being a 4 bedded unit for young people with challenging behaviour and autism. Sun Unit is a 5/6 bedded, fully adapted unit caring for young people with physical disabilities and complex health needs.
- 3 In 2019 a service review and public consultation in relation to the residential short breaks service took place- 'Public Consultation Report on the Light House (Derby) Residential Short Breaks Services for Children and Young People with Disabilities 31 December 2019'. The agreed future model is that:
 - All care, social and health needs for most children are met by social care staff trained in child specific health interventions. Staff will be trained, and competency tested by nurses within national guidance, a 'social care led model'.
 - Children with most complex needs will have a specific bespoke package to meet their individual needs.
- 4 From 1 April 2020, the agreed new model will mean:
 - Better continuity of care - for most children and young people all aspects of their care will be delivered by social care Residential Child Care Workers (RCCW) who will be well known to them (instead of a split between nurse and social care staff as previously); for those with higher needs there will be tailored specialist support
 - Children with the most complex needs will still benefit from mixing with other children.
 - Consistency of service provision – appropriate levels of staffing will mean all staff shifts will be covered eliminating or significantly reducing the need for short notice cancellations.
 - A sustainable model that will help to ensure the continued operation of the residential short breaks service in the future.
 - A service that parents and carers are confident in and are reassured that care is safe.
- 5 The new model for most children will be care led and delivered, in line with other services nationally and with RCN guidance contained in *Meeting Health Needs in Educational and other Community Settings - A guide for nurses caring for Children and Young People* – RCN (2018). Derby City Council is the lead provider.

- 6 For children with complex physical health needs there will be bespoke packages of care, commissioned through continuing care arrangements. This cohort is out of scope for this specification.
- 7 Derby City Council and NHS Derby and Derbyshire CCG commissioners are looking for flexible health providers to work with to deliver the provision of a training and competency assessment programme with effect from 1 September 2020.

8 Population Needs

Current service users

- 9 The current service delivers a residential short break service from the Lighthouse to around 60 children and young people. In a snapshot review in February 2020 there were:
- 24 with autism and/or challenging behaviour accessing the Star unit
 - 25 with complex medical needs and physical impairments accessing the Sun unit. In the same snapshot in February 2020 there were 12 children and young people currently awaiting access to the residential short break service at the Lighthouse.
 - The future needs of young people accessing the service is unpredictable, we need a training provider who is flexible and responsive to meet any training needs that arise, within the scope of the service.

10 Outcomes

11 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely	
Domain 2	Enhancing quality of life for people with long-term conditions	✓
Domain 3	Helping people to recover from episodes of ill-health or following injury	
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	✓

- 12 To ensure social care staff are fully trained and competent to confidently and safely meet the health needs of children using the Light House Residential Short Breaks Service within their scope of practice.

13 Scope

14 General overview of the residential short breaks service

Service ethos and philosophy ¹

- 15 The ethos of the residential short breaks service is to “offer short breaks to young people so they can enjoy and achieve in a homely environment, giving parents/carers a break. The Unit promotes play and stimulation with appropriate peer and friendship groups. All young people

¹ Integrated Disabled Children's Residential Service - Statement of Purpose - Derby City Council - Children and Young People's Directorate - January 2018

are assessed for the appropriate groups, so they are safe and happy. Planning is paramount in addition to risk assessment of peer groups”.

- 16 The philosophy of the service is *“That disabled children should be treated first and foremost as children, but they may have special needs because of their condition or impairment. The service aims to provide an experience of care that is sensitive to each child's individual needs and this must include support of their racial, gender, cultural, religious, and sexual identity (in line with the City's Equality Statement).* Underpinned by Children's Rights, in particular the Right to Protection and Social Justice, to value children for themselves and give their needs primary consideration. In meeting the wider needs of the child, the service acknowledges the importance and value of supporting their parents, carers, and families.

Service model

- 17 The service is divided into two units. Staffing ratios in the two units depend on individual risk assessments and are tailored based on need.

- 18 The service is for well, clinically stable young people. We can manage a wide range of health conditions that are controlled by medication, but young people who become unwell during their stay or prior must not access the service.

- Star Unit

- This is a 4-bed unit for children and young people with behaviours that may be difficult to manage. A high proportion of the service users have a diagnosis of Autistic Spectrum Disorder (ASD). Staffing ratios vary and can be up to 3 staff for 4 young people at any one time There is high demand for this unit as it is a valuable preventative service reducing the demand for high-cost external placements should families break down.

- Sun Unit

- This has 6 beds and is for children with multiple disabilities, complex medical needs, and physical impairments. Some children and young people also have behaviour that is difficult to manage and/or have a diagnosis of ASD. The majority are wheelchair users with associated moving and handling needs which require one to one support.

- 19 Where most services of this nature do not provide services for children and young people with complex healthcare needs, the Light House model includes this cohort. Within the new model bespoke packages of care will be provided for these children.

Staffing arrangements for care led model

- 20 To support the care led model a new social care staffing structure has been put in place:

- Unit Manager and 2 Deputy Managers
- Each Unit will have a Level 3 Residential Child Care Worker (RCCW) operating as 'shift leader' to plan and co-ordinate shifts and ensure that all the young people's needs are met. Level 3 RCCWs also have an additional level of clinical training e.g. the administration of enteral medication, respiratory care.
- Each shift will then also be staffed with fully trained Level 2 Residential Child Care Workers. These staff are fully trained to deliver oral and topical medication, epilepsy care and enteral feeds.
- Overnight there are 'waking night' staff. There will be a Senior Night Care Assistant on shift who will 'shift lead' and have an enhanced level of health training in line with the Level 3 RCCWs.
- Night Care Assistants will also be on shift overnight to support the young people. They will receive training in line with the Level 2 RCCWs.

Days/Hours of operation

- 21 The residential short breaks service operates:
- 5 days a week 24 hours a day
 - The service does not operate on bank holidays
- 22 The current shift pattern for staff at the Lighthouse is:
- 2pm-10pm = 8 hours
 - 10.00pm to 7:00am = 9 hours
 - 7am to 3pm = 8 hours
- 23 The provider will be required to deliver a flexible training and competency assessment programme to accommodate staff working part time and staff absence. Children stay 2-5 days per month.

Any acceptance and exclusion criteria and thresholds of the service

- 24 The residential short breaks services are available to children and young people, under 18 years of age, in Derby who have been assessed through Derby City Council's Early Help or single assessment process and have:
- moderate to severe learning disability plus
 - severe challenging behaviour
 - A physical disability (e.g., life limiting illness) or other stable health needs.
- 25 Children and young people experiencing periods of acute illness will be excluded from access to the service during the period of illness. Those entering an end-of-life pathway will no longer meet the acceptance criteria of the service, and their respite / short breaks needs will need to be met through other provision.

26 Governance

The service

- 27 The short breaks service is regulated through OFSTED and adheres to general Children's Social Care and residential policies, procedures, legislation, and regulations. Within the new care led model, it is staffed by a social care team employed by Derby City Council. All mandatory and some basic training to meet health need is provided by the Local Authority (Appendix 1)
- 28 The care led service has been developed in line with national guidance Meeting Health Needs in Educational and other Community Settings - A guide for nurses caring for Children and Young People – RCN (2018). Guidelines have been approved within the 'Medication Policy in Children's Homes Derby City Council People's Directorate Children and Young People's Services 2014' to enable social care staff to deliver feeds and medication through enteral routes.

The Care Plan

- 29 The Care Plan at the Short Breaks unit describes the holistic needs and the child specific interventions that are required when caring for that child. It includes all care plans from professionals working with the child. The Light House Care Planning process is led by the child's social care key worker and updated and regularly reviewed through multi-agency processes. Care plans are informed by families and the young person where possible and describe the care delivery model for each child. The role of the health provider is to ensure that child specific interventions are met appropriate competencies and skill.
- 30 New guidelines have been approved within the 'Medication Policy in Children's Homes Derby City Council People's Directorate Children and Young People's Services 2014' to enable

social care staff to deliver feeds and medication through enteral routes in line with OFSTED guidance.

- 31 Most care staff are already trained so will need planned assessments and updates. New starters will need training and competency assessments. Role of the CQC registered health training provider (Health Provider).

32 Role of the Health Provider

Aim

- 33 The aim of the health provider is to work with the social care provider to deliver a programme of additional health training, regular competency assessment and the clinical advice required for local authority employed social care workers to support the safe delivery of a care led model for the residential short breaks service at the Light House. The provider will need to be flexible to meet the range of needs of the children (Appendix 2) and draw on clinical expertise from other professionals if needed.

Objectives

- 34 Design and implement a 12-month rolling programme of training for the social care team that meets the needs of the young people and ensures compliance with statutory and mandatory training. This will include skills and competency assessments that provide effective assurance of the abilities of the social care staff to provide safe and appropriate care and delivering delegable health related tasks in line with other services nationally and with RCN guidance contained in *Meeting Health Needs in Educational and other Community Settings - A guide for nurses caring for Children and Young People* – RCN (2018). Training areas include
- Epilepsy & emergency medication
 - Enteral feeds and enteral medication
 - Identification of an unwell child
 - Other training that is child specific as required e.g., respiratory, oxygen, suction, intermittent catheterisation
 - Other training within scope to meet yet unidentified needs (new young people or changing needs of existing young people)
- 35 Ensure compliance with regulators
- 36 Liaise with interim health training provider to ensure smooth transition for social care staff from interim health provider
- 37 Provide oversight and assurance of the skills, competence, and confidence of the social care staff that they train to deliver safe and appropriate care. They will:
- In collaboration with social care managers, maintain a register of training requirements and compliance for all the staff at the unit.
 - Monitor this register and work with the social care provider to ensure that all staff access the appropriate training in good time to maintain competence, confidence, and compliance
 - Operate a programme of skills and competency assessments that provides effective assurance of each member of the social care staffs abilities
 - Facilitate group reflective practice for social care staff to support in going learning and professional development
 - Have regular operational review meetings with the Light House registered training manager

- 38 Provide clinical advice and support on specific health needs including
- advice on interpreting care plans
 - advice on children’s changing health needs
- Service requirements – Training and child specific competency assessments**
- 39 It is required that any health provider delivering training to social care staff ensures that their trainers
- are appropriately trained to deliver such training and can evidence this
 - have a recognised training qualification or are working towards one
 - are experienced and appropriately up to date update in the subjects they teach to reflect best practice and latest guidance.
 - are regularly supervised and competency tested
- 40 To respond to the health needs of the current children, the health provider will be expected to provide the short breaks service with a responsive rolling training programme and competency assessments for social care staff with appropriate training materials. This will include:
- Initial theory and practical training
 - Competency assessments
 - Annual refreshers
 - Facilitate reflective practice
- 41 The health provider should note that as social care staff are required to follow care plans, there is no requirement to make clinical decisions and training should reflect this.
- 42 The training required directly by or facilitated by a health provider is:
- Epilepsy awareness and the administration of rescue medication (all staff – approx. 39)
 - Identification of an unwell child (all staff – approx. 39)
 - Enteral feeding (all staff – approx. 39) and the administration of enteral medication (senior staff only – approx. 15) – includes competency assessments
 - Other appropriate training based on the needs of the child eg stoma/catheter/diabetes
 - Infection control (all staff – approx. 39)
 - Tissue viability (all staff – approx. 39)
 - Respiratory care including the administration of oxygen, suction and SATs monitoring, following care plans for young people who are well and stable, or whilst waiting for emergency medical help if they become unwell (senior staff only – approx. 15) includes competency assessments
 - Chest physiotherapy (senior staff only – approx.15)
- 43 This will include initial training and regular refreshers. At the start of this contract as a baseline it is anticipated that most existing staff will have had all initial training and initial competency assessments. Some refreshers will also be complete.
- Service requirements – Governance**
- 44 Derby City Council has a policy in place for oral/topical administration of medication, that includes new guidelines on enteral feeding and enteral medication. All training provided by

the health provider needs to have a sound policy and procedural framework. It is expected that any training provider will be willing and able to share policies and procedures with the service.

Service requirements – Quality Assurance

45 The provider will provide evidence that all staffs have competencies and skills to deliver specific training to carers.

46 Sub-contractors

47 No sub-contractors will provide any element of this Service unless agreed in writing by the Commissioner prior to the sub-contractor starting work.

48 The Provider will notify the Commissioner of any sub-contractor currently delivering any part of this Service on its behalf detailing individually the name of the sub-contractor organisation, the percentage of service being delivered and its cost.

49 Services out of scope

50 Training and competency assessment for children for which the local authority can meet all care and health needs and for which appropriate governance is in place eg children with no medication or needing oral and topical medication only.

51 The small number of the most complex children using the Light House with bespoke care packages. The training and competency of these staff providing these care packages will be covered by their employer organisation.

52 Applicable Service Standards

53 Applicable national standards (e.g., NICE)

54 This service will operate in line with the following national regulations and standards:

- OFSTED/CQC regulations
- Breaks for Carers of Disabled Children Regulations 2011 - Statutory Instrument No.707 - Children and Young Persons, England
- Short breaks for carers of disabled children - Departmental advice for local authorities - March 2011
- Children and Families Act 2014
- Health and Social Care Act 2012
- Children Acts 1989, and 2004
- Regulation 23 of The Children’s Homes (England) Regulations 2015
- United Nations Convention on the Rights of The Child.
- Human Rights Act 1998.
- Children and Young Person's Act 2008.
- Department for Health and Department for Education: SEND code of practice 0-25 years (2015)
- National Framework for Children and Young People’s Continuing Care (2018)
- NHS Employers’ Employment Checks Standards
- NICE CG89 Child maltreatment: When to suspect maltreatment in under 18s (2017)
- NICE NG43 Transition from children to adults’ services for young people using health or social care services (2018)
- NICE, good practice: Guidelines on ‘Managing Medicines in Care Homes’ (2014)

55 Safeguarding

56 The provider must ensure that policies and procedures relating to safeguarding are adhered to and that it seeks the advice from the Derby Safeguarding Children Team or Board as required. Safeguarding policies and procedures relevant to the service will be shared with health staff providing training. Staff must have undertaken training at the level appropriate to their professional role and all staff working with children must have enhanced DBS clearance. DBS numbers must be shared with the service to ensure compliance with Ofsted requirements.

57 The Service will make itself aware of the recommendations resulting from Lord Laming's report (March 2009) and implement any policy/procedure/practice as agreed nationally, regionally and/or locally and that is relevant to its safeguarding responsibilities. The service will also be aware of the following documents and adhere to any standards and guidance therein:

- Safeguarding Children and Young People: Roles and Competencies for Health Care Staff (RCN 2019)
- Working Together to Safeguard Children (HM Government 2018)
- Department for Education: What to do if you're worried a child is being abused: Advice for practitioners (HM Government 2015)
- Derby and Derbyshire - Safeguarding Children Boards' Procedures Manual

58 Equality Duty

59 It is the responsibility of the Provider to actively meet the requirements of the Public Sector Equality Duty as defined in the Equality Act 2010:

- Eliminating discrimination
- Promoting equality of access to services and of employment opportunity
- Ensuring effective data capturing and analysis of service provision
- Conducting Equality Impact Risk Assessments (EIRAs) on policies, procedures and services

60 It is recommended that services have a clear published plan of action to achieve the equality principles in the equality duties.

61 Equality Impact Risk Assessment (EIRA) must be undertaken and documented as part of any service review process or if any change is made to the provision of the service which could impact on those in receipt of the service.

62 All staff employed by this Service will recognise and respect the religious, cultural and social backgrounds of service users in accordance with legislation and local and national good practice.

63 The Service will ensure that it has access to appropriate translation services/resources to enable equity of access and understanding.

64 Applicable standards set out in Guidance and/or issued by a competent body (e.g., Royal Colleges)

- RCN Healthcare Service Standards in Caring for Neonates, Children and Young People (2014)
- Royal College of Nursing (2018): Meeting Health Needs in Educational and other Community Settings - A guide for nurses caring for Children and Young People
- Royal Pharmaceutical Society of Great Britain (2007): The Handling of Medicines in Social Care

65 Applicable local standards

66 The service will operate in line with the following local service definitions, standards and policies:

- Derby City Council Children and Young Peoples Plan
- The Short Breaks Services Statement for children and young people who are sensory impaired and/or are disabled - Derby City Council - April 2015
- Short Breaks Statement for Disabled Children and Young People in Derbyshire – Derbyshire County Council
- Derby Vision for SEND - Derby City Council
- Medication Policy for Children’s Homes - Children and Young People’s Services – Derby City Council – August 2015. Additional guidelines agreed for administration of enteral feeds and medication December 2019
- Integrated Disabled Children's Residential Service - Statement of Purpose - Derby City Council - Children and Young People's Directorate - January 2020
- Integrated Disabled Children's Residential Service – Operational Policy - Derby City Council - Children and Young People's Directorate
- Children's Early Help and Social Care - Our Practice Standards - Derby City Council
- Public Consultation Report on The Light House (Derby) Residential Short Breaks Services for Children and Young People with Disabilities 31 December 2019

67 Applicable quality requirements and CQUIN goals

68 Applicable CQUIN goals

69 No CQUINs are applicable

70 Location

71 Service delivery

72 The service will be delivered:

- Onsite at the Light House, St Mark's Road, Derby, DE21 6AL – For hands on coaching / training and competency assessment

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

The service will operate according to relevant legislation and guidance, with reference to:

- Children's and Families Act 2014 including specific duties in relation to children and young people with SEND.
- Equality Act 2010
- Safeguarding Adults, the Care Act 2014
- National Service Framework, 2004
- Care Act 2014
- The Human Medicines Regulations 2012
- Public Services (Social Value) Act 2012
- Safeguarding procedures (e.g., Working Together to Safeguard Children 2013)
- The findings from serious case reviews in particular the requirements to share information in a timely manner. See Working Together to Safeguard Children for further guidance
- Promoting the health of looked after children
- NHS Choice of Provider initiative

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Provider Policies:

Action for Children Policy	Review date	Document
Safeguarding Adults at Risk	May 2021	[REDACTED]
Children's Safeguarding Policy	January 2021	[REDACTED]

DDCCG Policy	Review Date	Document
Adult Safeguarding Policy	April 2020 April 2019	[REDACTED]
Children's Safeguarding Policy	April 2019	[REDACTED]
Mental Capacity Act Policy	April 2019	[REDACTED]

All current Derbyshire Policies and procedures connected with Children's Safeguarding can be found at;

[REDACTED]

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 England (available at: **Error! Hyperlink reference not valid.** 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.

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 England (available at: **Error! Hyperlink reference not valid.** www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices). For each Local Modification application granted by NHS England, copy or attach the decision notice published by NHS England. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

D. Expected Annual Contract Values

Total Contract Value: **£28,860.00**

*On the basis that staff require refresher training and testing.

SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

A. Local Quality Requirements (Derbyshire Wide Quality Requirements) Small Provider (SP)

*Please be aware that indicator numbers appear out of chronological sequence. This is because the numbering reflects the larger Derbyshire wide schedule and indicators not appropriate to this commissioned service have been removed.

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
Patient Experience						
QS 01	<p>Complaints and Commissioning Concerns</p> <p>Provider will have systems in place to comply with NHS Complaints Regulation 2009. Provide evidence of analysis, learning and actions taken.</p>	<p>Quarterly Report This report will demonstrate an analysis of trends and emerging themes, lessons learnt from investigations and will evidence changes implemented as a result linked to both complaints and commissioning concerns</p> <p>The report will also show how many complaints were received, the number resolved with the negotiated timescales and an explanation and trajectory for those that breached.</p> <p>The report will show the number of complaints upheld and any referred to the Ombudsman. Details of the outcome and action taken in response to the Ombudsman's recommendations where appropriate.</p> <p>Included within the report will be actions which have been taken in</p>	Report to contract meeting	In accordance with General Conditions GC8 and GC9	Quarterly	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
		response to feedback and quarterly progress reports. Quarterly report to contain monthly data.				
QS 02	<p>Patient Experience</p> <p>The Provider will work to gather information around the quality of the patient and carer experience and will provide evidence of improvements made.</p> <p>The feedback of children, young people and their parents/carers will be actively sought in a variety of ways</p>	<p>The Provider is to provide evidence from a variety of sources in relation to patient experience.</p> <p>The Provider must demonstrate that patients can provide feedback in a variety of formats and that systems are in place to assist all patients to provide feedback e.g. patients with dementia or learning difficulties. The Provider will participate in the national friends and family test.</p> <p>The Provider must demonstrate that they participate in the National Patient Surveys and share results with Commissioner.</p>	<p>Quarterly patient experience report to to include –</p> <ul style="list-style-type: none"> - Information on actions being undertaken to address patient feedback where issues are identified - Evidence of dissemination of feedback to ward/departmental level - Evidence of feedback mechanisms being developed for harder to reach patients <p>The Provider shall supply the Commissioner with an exception report upon request.</p>	<p>In accordance with General Conditions GC8 and GC9</p>	<p>Quarterly</p>	<p>All</p>

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
Staffing and Workforce						
QS 03	<p>Workforce</p> <p>The Provider has the appropriate number of staff in post to deliver commissioned services to a high quality in accordance with developments on PLACE based working.</p> <p>Staff have access to appraisal, mandatory and essential training</p>	<p>Quarterly report with monthly data breakdown:</p> <ul style="list-style-type: none"> • Staff vacancy • Staff turnover • Sickness and absence rates • Bank usage • Number of appraisals • Clinical and management supervision % by area (MH only) • Uptake of mandatory / essential training • All staff to have access to and undertake autism awareness training (legislative requirement) <p>Annual staff experience audit</p>	<p>Monthly report: Provision of monthly data, broken down by staff profession / service area</p> <p>Data to be published on provider website if applicable</p> <p>Staffing for quality report as per National Guidance</p>	In accordance with General Conditions GC8 and GC9	Quarterly	All
QS 04	<p>Closure of services/Business Continuity</p> <p>The Provider is to notify the commissioner of any business continuity issues that have impacted or are likely to impact on the delivery of services, or that have led to an increase in patient safety incidents that have led to concerns over safe delivery</p>	Notification of a major reduction/closure of services within 1 working day to commissioner.	To be reported as a serious incident by exception as required	In accordance with General Conditions GC8 and GC9	By exception	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
Quality Assessments						
QS 10	<p>External Assessment and Review</p> <p>Provider to share all external assessments and reviews with Commissioners.E.G. CQC, HealthWatch, HEEM.</p> <p>NB this is a non-exhaustive list.</p>	<p>All actions identified to deliver CQC quality improvement plan will be delivered by agreed timescales, with continued improvement.</p> <p>Register of reviews, visits to the Provider and associated reports.</p>	<p>Report as per agreed timescale to Clinical Quality Team.</p> <p>Monthly action plan updates where appropriate.</p>	In accordance with General Conditions GC8 and GC9	By exception	All
QS 13	<p>Incident Reporting</p> <p>Monitoring of all patient safety incidents with identification of themes and trends are identified where appropriate for escalation including near misses.</p>	<p>Investigation of all moderate incidents with evidence of learning</p> <p>Comprehensive investigation for all STEIS reported serious Incidents with evidence of lessons learned. Reported and investigated within national guidelines</p>	<p>Quarterly incident report</p>	In accordance with General Conditions GC8 and GC9	Quarterly	All
QS 14	<p>Duty of candour</p> <p>A meaningful apology must be given and documented in the patients' notes.</p> <p>A written notification must be given or sent to the affected party</p> <p>The written notification must be sent within 10 working days.</p>	<p>Full compliance with duty of candour In all cases where patients are deemed to have suffered moderate harm, severe harm or death from a notifiable safety event*</p> <p>*The regulations define a 'notifiable safety incident' as 'an unintended or unexpected incident... that could result</p>	<p>Presentation of monthly figures showing cases where Duty of Candour applies or has been instigated</p> <p>Statement of no breaches</p>	In accordance with General Conditions GC8 and GC9	Quarterly and exception report if a breach happened	All

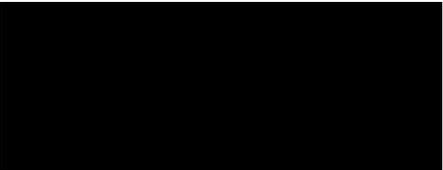
Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
	An offer to share any findings from the investigation must be made (patient need not accept)	in, or appears to have resulted in the death of a service user or severe / moderate harm or prolonged psychological harm to the service user'				
QS 15	NICE Clinical Guidelines and TAGS The provider can demonstrate their position with regard to implementation of all guidance with appropriate implementation plans and can demonstrate that risk assessments have been undertaken on any areas of non-compliance.	Provider receives and complies with all appropriate NICE Clinical practice guidelines	Annual report NICE Monitoring report to Clinical Quality Team providing evidence of compliance with NICE publications, including rationale for any non-compliance	In accordance with General Conditions GC8 and GC9	Annual	All
QS 17	Clinical Audit Programme Provider actively engages with a range of clinical audit programmes, both national and local and changes in practice are evidenced. Examples of audits expected would include <ul style="list-style-type: none"> - Environmental audit - Infection control - Record keeping - Professional registration checks 	Annual programme of planned audit is available to the Commissioner at the end of Q1. NB – The Commissioner reserve the right to request an audit if there is an urgent quality issue identified at any point in year. Provider is able to evidence changes in clinical or other practice based on audit outcomes.	Annual Audit Programme National audit reports are presented to the Contract Meeting to demonstrate areas of exemplar practice and improvement plans by exception/agreement. Annual improvement and changes in practice to be to be evidenced annually for local and national audits, and as national reports become	In accordance with General Conditions GC8 and GC9	Annual with any exception reported.	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
			available			
QS 23	Promotion of Self Care The provider to promote local and national guidance on self-care to staff and patients	Provider to monitor prescribing data (e.g. ePACT) and provide data, education and support to patients and staff to ensure local and national guidance on self-care is promoted	Provider to provide (as a minimum) annual evidence of data, education and support to staff and patients to demonstrate local and national guidance on self-care is promoted	No consequence other than the issue of an Exception Report under General Conditions Clause 9.21	Annual	All
National Reports						
QS 25	National Reports The Provider agrees to abide by and learn from all of the recommendations identified within any new or updated relevant national reports e.g. the Berwick Report and Saville Report as agreed at Contract Meeting	Baseline assessment against any new recommendations and actions to be provided to Commissioners within an agreed timescale post publication	Action / improvement plan to be developed where new guidance is published and Quarterly updates provided to the Clinical Quality team Clear evidence of implementation of improvements and learning to be made to commissioners	In accordance with General Conditions GC8 and GC9	By exception	All
Safeguarding						

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
<p>QS 36 &37</p>	<p>1) The Provider is required under statutory legislation to safeguard Children and Adults and to promote their welfare in all services they provide under the principles of Section 11 of the Children Act 1989 & 2004, Care Act (2014) and be compliant with the NHS England Safeguarding Vulnerable People in the NHS- Accountability and Assurance Framework (2015).</p> <p>2) Safeguarding leadership, expertise and commitment at all levels of their organisation.</p> <p>3) Up to date Safeguarding Children and Adults Policy which reflects and adheres to the Derby and Derbyshire Safeguarding Children and Adults Procedures or local equivalent</p> <p>4) A process is in place to ensure that any allegation, disclosure or complaint about abuse from any source is managed effectively in accordance with both Derby and Derbyshire Safeguarding Children and Adults Procedures (or local</p>	<p>The Provider to provide evidence that they comply with statutory requirements for children and adult safeguarding.</p> <p>The Provider to complete Self-Assessment Tool</p>	<p>A yearly submission of the Derbyshire Safeguarding Children & Adults Assurance Framework for Independent Providers is required or evidence of local equivalent.</p> <p>Quarterly report to evidence use of self-assessment tool.</p> <p>The Provider can demonstrate clear lines of accountability and Governance throughout the Organisation and has both a Named Safeguarding Children and Adults Leads.</p> <p>The Provider can provide up to date Safeguarding Children and Adults Policies in line with Derby City and Derbyshire Safeguarding Children and Adults Board Procedures or local</p>	<p>In accordance with General Conditions GC8 and GC9</p>	<p>Annual at Q2</p> <p>Quarterly</p>	

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
	area equivalent.)		equivalent. Statement safeguarding leadership, expertise and commitment at all levels of their organisation.			
QS 38	MCA and DoLS Provider can demonstrate that they are following the principles of the MCA and DoLS Codes of Practice	1) 90% of staff have received training in MCA and DoLS within a 3-year rolling programme 2) Reporting and monitoring of DoLS applications where appropriate 3) Annual audit of MCA compliance in healthcare records where appropriate	1) Statement of compliance quarterly 2) Continuous annual improvement in audit findings reported to contract meeting	In accordance with General Conditions GC8 and GC9	Annual	All
Quality Assurance						
QS 39	Quality Assurance Visits The provider will develop with the CCG a programme of quality visits or invite the CCG to participate in the provider process (as described in QS40 Full Schedule) Unannounced visits may take place in response to specific or immediate concern	CCG visits will occur as agreed with the Provider, dependent on size and numbers of sites.	Visit reports will be compiled by the CCG and shared with the provider before being discussed at the Contract Meeting		As applicable	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
NHS Equality Delivery System 2						
QS 52	<p>NHS Equality Delivery System (EDS2) evidence / progress reporting / assessment grades</p> <p>Provider to demonstrate compliance with Equality and Human Rights legislation (requirements 1,2,4,6):</p> <ul style="list-style-type: none"> • Equality Act 2010 • Public Sector Equality Duty (PSED), including the duty to publish information in relation to the equality profiles of services users and the workforce • Evidence of the needs of services users considered around changes to services that affect them (Due Regard). • Actions plans and progress in addressing issues identified • An up to date Equality policy that reflects Human Rights legislation to cover both staff and service users. <p>Demonstrate compliance with NHS Contractual requirements, through annual reporting and a bi annual update against (requirements 3, 5 and</p>	2018 baseline position	Annual report to Commissioners, with mid-year update	In accordance with General Conditions GC8 and GC9	Annual	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
	7): EDS2 WRES WDES Actions plans and progress in addressing issues identified 					
Information governance						
QS 67	Information Governance: The provider must complete the appropriate toolkit, dependent on organisation type and must achieve a minimum submission of 'standards met'	a) The Data Security & Protection Toolkit submission level. b) Copy of the Data Security & Protection Toolkit audit report for the previous year c) Quarterly statement identifying: <ul style="list-style-type: none"> - Any changes to the Information Governance Structure - A List of Data Security breaches/incidents and assurance reports where serious breaches/incidents have occurred - Details of any ICO 	Annual Annual Quarterly	In accordance with General Conditions GC8 and GC9	Annual(a) and (b) with Quarterly statement (c)	All

Ref	Operational Standards	Threshold	Method of Measurement	Consequence of breach	Timing of application consequence	Application
		<p>enforcement or decision notices.</p> <ul style="list-style-type: none"> - Copy of any ICO audit or advisory visit. 				

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>)	Monthly	To be agreed with provider	By no later than the First Reconciliation Date for the month to which it relates, consistent with data submitted to SUS, were Applicable
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Monthly	To be agreed with provider	Within 15 Operational Days of the end of the month to which it relates.
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	Not Applicable		
4. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	To be agreed with provider	To be agreed with provider	To be agreed with provider
5. Summary report of all incidents requiring reporting	Monthly	To be agreed with provider	To be agreed with provider

	Reporting Period	Format of Report	Timing and Method for delivery of Report
Local Requirements Reported Locally			
Contract Monitoring Meeting	Monthly for 6 months then every 3 Months thereafter.	Written.	The Provider must submit any patient-identifiable data required in 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]

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and acting on insights derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

The Provider is required to report and manage serious incidents in accordance with the NHS Derby and Derbyshire CCG Policy.



SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Not Applicable

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 conduct a process to select a provider of 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 but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) 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, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**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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