

# NHS Standard Contract 2024/25

## Particulars (Shorter Form)

|                 |   |
|-----------------|---|
| Contract title: | NHS Coventry & Warwickshire ICB (CWICB) On Demand End of Life Scheme Drug Stock Scheme 2024 to 2026 |
| Contract ref:   | CWICB On Demand End of Life Drug Stock Scheme 2024 to 2026 - XXXXX Chemist                          |

Version 1, February 2024

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|  |   |
|--|---|
| <b>DATE OF CONTRACT</b>                              | TBC   |
| <b>SERVICE COMMENCEMENT DATE</b>                     | 1 <sup>st</sup> December 2024 or as soon as drug stock held                         |
| <b>CONTRACT TERM</b>                                 | 1 <sup>st</sup> December 2024 to 31 <sup>st</sup> March 2026<br>1 Year and 4 Months |
| <b>COMMISSIONERS</b>                                 | NHS Coventry & Warwickshire ICB (ODS QWU)<br>Shire Hall,<br>Warwick<br>CV34 4RL     |
| <b>CO-ORDINATING Commissioner</b><br><i>See GC10</i> | NHS Coventry & Warwickshire ICB (ODS QWU)<br>Shire Hall,<br>Warwick<br>CV34 4RL     |
| <b>PROVIDER</b>                                      | XXXXX Chemist   |

|  |   |
|--|---|
| <b>CONTRACT AWARD PROCESS</b><br><i>See s15 of the Contract Technical Guidance</i> | Process under Public Contracts Regulations 2015 |
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## CONTRACT

**Contract title:** NHS Coventry & Warwickshire ICB On Demand End of Life Drug Stock Scheme 2024 to 2026

**Contract ref:** CWICB On Demand End of Life Drug Stock Scheme 2024 to 2026 – XXXX Chemist

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**

**Liz Favell Smith for  
and on behalf of  
NHS Coventry & Warwickshire ICB**

**Director of Finance**

**Title**

**Date**

**SIGNED by**

.....  
**Signature**

**for  
and on behalf of  
XXXX Chemist**

.....  
**Title**

.....  
**Date**

| <b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>   |  |
|---|--|
| <b>Effective Date</b><br><br><i>See GC2.1</i>   | 1st December 2024 to 31st March 2026<br>1 Year and 4 Months  |
| <b>Expected Service Commencement Date</b><br><br><i>See GC3.1</i>   | 1st December 2024 to 31st March 2026<br>1 Year and 4 Months  |
| <b>Longstop Date</b><br><br><i>See GC4.1</i>  | 28 <sup>th</sup> February 2025 or 3 months after drug stock held.  |
| <b>Contract Term</b>  | 1st December 2024 to 31st March 2026<br>1 Year and 4 Months  |
| <b>Commissioner option to extend Contract Term</b><br><br><i>See Schedule 1C, which applies only if YES is indicated here</i> | NO   |
| <b>Notice Period (for termination under GC17.2)</b>   | 3 months   |
| <b>SERVICES</b>   |  |
| <b>Service Categories</b>   | <b>Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract.</b><br><i>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.</i> |
| <b>Continuing Healthcare Services (including continuing care for children) (CHC)</b>  |  |
| <b>Community Services (CS)</b>  |  |
| <b>Diagnostic, Screening and/or Pathology Services (D)</b>  |  |
| <b>End of Life Care Services (ELC)</b>  | Yes  |
| <b>Mental Health and Learning Disability Services (MH)</b>  |  |
| <b>Patient Transport Services (non-emergency) (PT)</b>  |  |
| <b>GOVERNANCE AND REGULATORY</b>  |  |
| <b>Provider's Nominated Individual</b>  | Details as per the main pharmacy contract with NHS   |
| <b>Provider's Information Governance Lead</b>   |  |
| <b>Provider's Data Protection Officer (if required by Data Protection Legislation)</b>  |  |
| <b>Provider's Caldicott Guardian</b>  |  |
| <b>Provider's Senior Information Risk Owner</b>   |  |
| <b>Provider's Accountable Emergency Officer</b>   | Not Applicable   |



|   |   |
|---|---|
| <b>Provider's Safeguarding Lead (children) / named professional for safeguarding children</b> | Details as per the main pharmacy contract with NHS  |
| <b>Provider's Safeguarding Lead (adults) / named professional for safeguarding adults</b>     |   |
| <b>Provider's Child Sexual Abuse and Exploitation Lead</b>                                    |   |
| <b>Provider's Mental Capacity and Liberty Protection Safeguards Lead</b>                      |   |
| <b>Provider's Freedom To Speak Up Guardian(s)</b>   |   |
| <b>CONTRACT MANAGEMENT</b>  |   |
| <b>Addresses for service of Notices</b><br><br>See GC36                                       | Co-ordinating Commissioner:<br>NHS Coventry & Warwickshire ICB<br>Marie West<br>Shire Hall,<br>Warwick<br>CV34 4RL<br>Email: Marie.West5@nhs.net<br><br>Copied to<br>Jo Evans -Senior Contracts Manager<br>Address :<br>Shire Hall,<br>Warwick<br>CV34 4RL<br>Email: Joanne.Evans12@nhs.net<br><br>XXXX Chemist<br>Email: |
| <b>Commissioner Representative(s)</b><br><br>See GC10.2                                       | Arran Konkon<br>ICS Community Pharmacy Clinical Lead<br>Address :<br>Shire Hall,<br>Warwick<br>CV34 4RL<br>Email: <a href="mailto:Arrandeep.Konkon@uhcw.nhs.net">Arrandeep.Konkon@uhcw.nhs.net</a>  |
| <b>Provider Representative</b><br><br>See GC10.2  | XXXXX Chemist<br>Email:   |

## **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 General Pharmaceutical Council (GPhC) registration

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **C. Extension of Contract Term**

Not Applicable

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

#### Service Specification for NHS Community Pharmacy

##### Community Pharmacy Palliative Care Drugs Service – Coventry & Warwickshire

#### 1.0 Purpose

The aim of the service is to provide easy access to palliative care drugs by ensuring that there is on-demand supply of palliative care drugs available from a network of community pharmacies spread geographically across Coventry & Warwickshire in order to provide palliative care patients with good symptom control and ensure that their symptom control is maintained.

Palliative care is defined by the World Health Organization (WHO) as 'an approach that improves the quality of life of patients and their families facing the problems associated with life threatening illness, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems; physical, psychosocial and spiritual'.

The condition of those reaching the end of life can change rapidly, thereby requiring an urgent response. The Department of Health End of Life Care Strategy (2008) found that one of the major challenges in relation to the delivery of high-quality end of life care in the community includes difficulty in accessing palliative care drugs outside routine working hours. Adequate and timely provision of services and drugs is vitally important in the provision of high-quality care at the end of life. Improvements can be made in a number of ways, such as by increasing access to drugs and drugs advice through effective commissioning of community pharmacy services.

This service will require the pharmacy to maintain the required stock of palliative care drugs in line with the agreed list of palliative care drugs, Appendix 2.

Where requested, the pharmacist will provide advice to the health care professional regarding the prescribing or dosage of palliative care drugs that should be administered to a patient. The pharmacist will provide information and advice relating to the use of palliative care drugs to patients and carers.

#### 2.0 Period

This agreement is for the period from **01/12/2024 until 31/03/2026**.

#### 3.0 Termination

Any pharmacy that has signed this Service Level Agreement and is participating in the scheme may terminate the agreement by giving written notice of their intention at least 28 days before cessation. No reason needs to be given for termination of the agreement.

Coventry & Warwickshire ICB may terminate the scheme by giving written notice to all participating pharmacies and relevant Local Pharmaceutical Committees. A minimum of 28 days written notice will be provided.

If for whatever reason, the pharmacy does not fulfil its obligation to provide all Essential Services under the Pharmacy Contractual Framework, the pharmacy will become ineligible to provide this Enhanced Service and the Service Level Agreement would be terminated with immediate effect.

Coventry & Warwickshire ICB has a responsibility to ensure that all participating pharmacies deliver the scheme in accordance with the Service Level Agreement. If it is found that a Contractor fails to meet any of the obligations of this agreement, they will be notified in writing of the nature of the breach. Where the breach is not remedied within appropriate timeframes or Coventry & Warwickshire ICB deems it is not capable of remedy, Coventry & Warwickshire ICB will be entitled to terminate this agreement with immediate effect.

#### **4.0 Obligations**

The pharmacy will provide the service in accordance with the specification (Appendix 1).

#### **5.0 Payments**

Coventry & Warwickshire ICB will pay the following:

The ICB will reimburse the initial stock holding at the drug tariff at the time of purchasing the final core palliative care medicine list. The pharmacy will be expected to provide supporting evidence (copies of invoices) to support the reimbursement and provide an audit trail.

A retainer fee of £450 pro rata will be paid at the start of the contract and annually thereafter.

Reimbursement at cost price (based on dm+d + VAT) for drugs included in the agreed Palliative Care Stock List which have become date expired, provided normal stock rotation procedures have been followed within the pharmacy and broken bulk has not been claimed.

Claims for the annual retainer and date expired stock are claimed using the form provided.

#### **6.0 Standards**

The service will be provided in accordance with the standards detailed in the specification (Appendix 1).

### **Appendix 1 – Service Specification: Community Pharmacy Palliative Care Drugs Service**

## 1.0 Service Description

- 1.1 The pharmacy shall maintain the required stock (range and quantity) of palliative care drugs against an agreed list of palliative care drugs (Appendix 2), which will be reviewed annually.
- 1.2 The pharmacy shall dispense the items from the palliative care stock in response to NHS prescriptions presented to the pharmacy in line with the dispensing service of the NHS Community Pharmacy Contractual Framework.
- 1.3 The pharmacist shall provide information and advice relating to the use of palliative care drug to patients and carers where appropriate and palliative care drug information on request from health care professionals involved in the service.

## 2.0 Aims and Intended Service Outcomes

The aim of the service is to provide easy access to palliative care drugs by ensuring that there is on-demand supply of palliative care drugs from a network of community pharmacies spread geographically across Coventry & Warwickshire.

## 3.0 Service Outline

The pharmacist will:

- 3.1 Ensure that as many pharmacists as possible, including locum pharmacists, employed to work in the pharmacy are aware of the service.
- 3.2 circumstances where the pharmacy is unable to supply the item(s) on demand, they will direct/signpost the patient, carer or health professional to the nearest pharmacy provider of the palliative care drugs stockist scheme, checking first that they have the supply in stock.
- 3.3 If there are stock availability issues with any of the medication listed in Appendix 2, the pharmacist will resolve the matter with the prescriber and will raise awareness of the current issue, so that any out of stock / manufacturing problems can then be discussed with the commissioner and other relevant parties.
- 3.4 The pharmacy contractor shall ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local procedures and guidelines. The pharmacy contractor shall also ensure that documentation relating to the service, local procedures and guidelines issued by the commissioner are easily accessible in the pharmacy.

## 4.0 Training and Premises Requirements

The pharmacy contractor has a duty to ensure that pharmacists involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service.

## 5.0 Service Availability

This service will be available during the full opening hours of the community pharmacy.

## 6.0 Quality Standards

- 6.1 The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.
- 6.2 The pharmacy can demonstrate that pharmacists involved in the provision of the service have undertaken continuing professional development (CPD) relevant to this service.
- 6.3 The pharmacy participates in any Coventry & Warwickshire ICB led audit of service provision.
- 6.4 The pharmacy co-operates with any Coventry & Warwickshire ICB led assessment of service user experience.

## **SCHEDULE 2 – THE SERVICES**

### **Ai. Service Specifications – Enhanced Health in Care Homes**

Not Applicable

## SCHEDULE 2 – THE SERVICES

### B. Indicative Activity Plan

Not Applicable

### G. Other Local Agreements, Policies and Procedures

NHS Coventry & Warwickshire ICB policies can be found on the website via the below link

[https://www.happyhealthylives.uk/document-library/?category\\_id=8](https://www.happyhealthylives.uk/document-library/?category_id=8)

Coventry & Warwickshire Area Prescribing Committee

[Coventry and Warwickshire Area Prescribing Committee Formulary \(covwarkformulary.nhs.uk\)](http://Coventry.and.Warwickshire.Area.Prescribing.Committee.Formulary.covwarkformulary.nhs.uk)

### J. Transfer of and Discharge from Care Protocols

Not applicable

### K. Safeguarding Policies and Mental Capacity Act Policies

Not Applicable

## SCHEDULE 3 – PAYMENT

### B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

|                |
|----------------|
| Not Applicable |
|----------------|

### C. Local Prices

Payment to be made via claim forms sent to [cwicb.contracting@nhs.net](mailto:cwicb.contracting@nhs.net)

On Demand Availability of End of Life Stockholding Scheme

The ICB has agreed to fund:

|                   |   |
|-------------------|---|
| Professional Fee  | £450 1 <sup>st</sup> December 2024 to 30 <sup>th</sup> November 2025<br>£150 1 <sup>st</sup> December 2024 to 31 <sup>st</sup> March 2025 |
| Initial Stock     | As detailed below   |
| Out-of-date stock | As charged  |

Claim Form attached to the contract separately.



The below stocklist is shown at April 2024 drug tariff as an example. At the time of purchasing the final core palliative care medicine list will be reimbursed the cost incurred. The pharmacy will be expected to provide supporting evidence (copies of invoices) to support the reimbursement and provide an audit trail.

| <b>Core Medicines List</b>  | <b>Quantity</b> | <b>DT Price April 24/Unit</b> | <b>Total</b> |
|---|-----------------|-------------------------------|--------------|
| Alfentanil 5mg/ml inj (10)  | 1 Pack          | £23.19                        | £23.19       |
| Cyclizine 50mg/ml inj (5)   | 1 Pack          | £5.29                         | £5.29        |
| Cyclizine tablets 50mg (100)  | 1 Pack          | £3.47                         | £3.47        |
| Dexamethasone 3.3mg/ml inj (10)   | 1 Pack          | £23.99                        | £23.99       |
| Dexamethasone tablets 2mg (50)  | 3 Packs         | £3.13                         | £9.39        |
| Diamorphine 10mg inj (5)  | 2 Packs         | £16.56                        | £33.12       |
| Diamorphine 30mg inj (5)  | 2 Packs         | £16.53                        | £33.06       |
| Diamorphine 5mg inj (5)   | 2 Packs         | £12.80                        | £25.60       |
| Fentanyl patch 12mcg (5)  | 2 Packs         | £12.59                        | £25.18       |
| Fentanyl patch 25mcg (5)  | 2 Packs         | £17.99                        | £35.98       |
| Gabapentin 50mg/ml oral solution (150ml)                                      | 1 Pack          | £65.24                        | £65.24       |
| Glycopyrronium 200mcg/ml injection (10)                                       | 3 Packs         | £9.49                         | £28.47       |
| Haloperidol 5mg/ml inj (10)   | 1 Pack          | £61.36                        | £61.36       |
| Haloperidol liquid 5mg/5ml Oral solution S/F (100ML)                          | 1 Pack          | £7.32                         | £7.32        |
| Hyoscine Butylbromide 20mg/ml inj (10)  | 1 Pack          | £4.08                         | £4.08        |
| Levetiracetam 500mg/5ml infusion amps (10)                                    | 1 Pack          | £127.31                       | £127.31      |
| Levetiracetam 100mg/ml oral solution (300ml)                                  | 1 Pack          | £8.50                         | £8.50        |
| Levomepromazine 25mg tablets (84)   | 1 Pack          | £20.26                        | £20.26       |
| Levomepromazine 25mg/ml inj (10)  | 3 Packs         | £20.13                        | £60.39       |
| Lorazepam 1mg tablets (28)  | 2 Packs         | £1.41                         | £2.82        |
| Metoclopramide 10mg Tablets (28)  | 3 Packs         | £0.83                         | £2.49        |
| Metoclopramide 10mg/2ml inj (10)  | 1 Pack          | £5.11                         | £5.11        |
| Midazolam 10mg/2ml inj (10)   | 3 Packs         | £5.05                         | £15.15       |
| Midazolam 5mg/1ml oromucosal solution pre-filled oral syringes sugar free (4) | 1 Pack          | £85.50                        | £85.50       |
| Morphine MR 10mg capsules (60)  | 2 Packs         | £3.47                         | £6.94        |
| Morphine Sulfate 10mg/ml inj (10)   | 3 Packs         | £3.99                         | £11.97       |
| Morphine Sulfate 30mg/ml inj (10)   | 3 Packs         | £48.44                        | £145.32      |
| Morphine sulfate oral solution 10mg/5ml (300ml)                               | 1 Pack          | £3.88                         | £3.88        |
| Octreotide 100mcg/ml inj (5)  | 1 Pack          | £27.97                        | £27.97       |
| Oxycodone 10mg/ml inj (5)   | 2 Packs         | £8.00                         | £16.00       |
| Oxycodone MR 10mg (Tabs) (56)   | 1 Pack          | £25.04                        | £25.04       |
| Oxycodone MR 5mg (Tabs) (28)  | 1 Pack          | £12.52                        | £12.52       |
| Oxycodone oral solution 5mg/5ml (250ml)                                       | 1 Pack          | £8.81                         | £8.81        |
| Paracetamol 1g suppositories (10)   | 1 Pack          | £60.00                        | £60.00       |
| Parecoxib 40mg for injection (10)   | 1 Pack          | £49.60                        | £49.60       |

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|   |         |       |                  |
|---|---------|-------|------------------|
| Phenobarbital 30mg tabs (28)                          | 3 Packs | £0.82 | £2.46            |
| Sodium chloride 0.9% solution for injection 10ml (10) | 2 Packs | £4.24 | £8.48            |
| Water for injection 10ml (10)                         | 2 Packs | £4.30 | £8.60            |
| <b>Total</b>  |         |       | <b>£1,099.86</b> |

Prices to have VAT added

## **SCHEDULE 3 – PAYMENT**

### **D. Expected Annual Contract Values**

|                |
|----------------|
| Not Applicable |
|----------------|

### SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

|   | Quality Requirement | Threshold | Method of Measurement | Applicable Service Specification |
|---|---------------------|-----------|-----------------------|----------------------------------|
| 1 | Not Applicable      |           |                       |                                  |

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### A. Reporting Requirements

|   |  | Reporting Period                | Format of Report                | Timing and Method for delivery of Report |
|---|--|---------------------------------|---------------------------------|--|
|   | <b>National Requirements Reported Centrally</b>  |                                 |                                 |  |
| 1 | As specified in the Schedule of Approved Collections published at: <a href="https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections">https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections</a> 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          |
|   | <b>National Requirements Reported Locally</b>  |                                 |                                 |  |
| 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 SC36.12</i> )   | Not Applicable                  | Not Applicable                  | Not Applicable                           |
| 2 | Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour  | Not Applicable                  | Not Applicable                  | Not Applicable                           |
| 3 | Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints   | Not Applicable                  | Not Applicable                  | Not Applicable                           |
| 4 | Summary report setting out relevant information on Patient Safety Incidents and the progress of and outcomes from investigations into such Incidents, as agreed with the Co-ordinating Commissioner  | Not Applicable                  | Not Applicable                  | Not Applicable                           |
|   | <b>Local Requirements Reported Locally</b>   |                                 |                                 |  |
| 1 | <b>Insert as agreed locally</b>  | Not Applicable                  | Not Applicable                  | Not Applicable                           |

## **SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

### **E. 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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