



NHS Standard Contract 2019/20 Particulars (Shorter Form)

***Contract title / ref: Care Home CHC/EOL/MH
Contract ID no....***

NHS Standard Contract 2019/20

Particulars (Shorter Form)

Version number: 1

First published: March 2019

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Classification: OFFICIAL

Publication Approval Number: 000251

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Shorter Form)
 Contract Title/Ref: Care Home CHC EOL MH template

Contract Reference	<i>Care Home CHC/EOL/MH Contract ID no....</i>
DATE OF CONTRACT	1st April 2020
SERVICE COMMENCEMENT DATE	1st April 2020
CONTRACT TERM	3 years commencing 1st April 2020 plus any option to extend agreed
COMMISSIONERS	NHS Kernow Clinical Commissioning Group (ODS 11N) Cornwall Council
CO-ORDINATING Commissioner	NHS Kernow Clinical Commissioning Group (ODS 11N) Cornwall Council
PROVIDER	Care Home Name(ODS []) Principal and/or registered office address: xxxxx [Company number: []]

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Definitions and Interpretation

SPECIAL CONDITIONS**Definitions**

'Care and Support Plan'	means a Service User's Care and Support plan provided by a Commissioner and attached to the Individual Placement Agreement (IPA), which details the extent of the Services required to be delivered to meet that Service User's assessed Needs and outcomes;
'Care Home'	means a Care Home Service with Nursing or a Care Home Service without Nursing as determined by the Service registration with the Regulator;
'Commissioner Contribution'	applies to Council commissioned placements only and means the contribution which is assessed as part of a Service Users Financial Assessment to be payable by the Commissioner to the Provider towards the costs of a Placement;
'Contract'	means the NHS Standard Contract 2019/2020 (Shorter Form) entered into between NHS Kernow CCG, the Council and the Provider for the Services and made up of the General Conditions, the Service Conditions and the Particulars;
'Deferred Payment Agreement'	applies to Council commissioned Placements only and means an arrangement between a Service User and the Council that permits a Service User to use the value of their home to pay for the costs of their Services, as provided for the Care and Support (Deferred Payment) Regulations 2014.
'Expected Range'	means the amount calculated by the Commissioners as the usual price for each Tier.
'Extension Period'	means any extension to the Contract that has been agreed in accordance with the Particulars
'Fees'	means the fees set out in a Service Users IPA, which shall be payable by the Commissioners to the Provider for the provision of the Services. For the purpose of Council commissioned placements only, this shall include the Commissioner Contribution and if relevant, any Service User Contribution, any Third Party Top Up and/or, any Health Contribution. For the avoidance of doubt the Fees paid by the Council to the Provider shall not include any FNC Contribution;
'Financial Assessment'	applies to Council commissioned Placements only and means the financial assessment undertaken by the Council in respect of each Service User in accordance with the provisions of the Care Act 2014;
'FNC Contribution'	'FNC Contribution' means the contribution paid by NHS direct to the Provider for Funded Nursing Care;
'Funded Nursing Care'	means nursing care which is provided to a Service User by a registered nurse employed by the Provider. Where a person is eligible the NHS will pay a flat rate contribution directly to the Provider for the cost of this registered nursing care.

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'Health Contribution'	means the contribution paid by the Council to the Provider on behalf of the NHS for the care provided to a Service User in respect of their specific health needs which for the avoidance of doubt shall not include the FNC Contribution;
'Needs'	means the assessed care and medical needs of a Service User as assessed by the Council and/or the NHS as set out in the Service Users personalised Care and Support Plan
'Individual Placement Agreement' or 'IPA'	means an agreement entered into by the Placement Commissioner, the Provider and the Service User, in respect of a Service User's Placement in the form set out in Schedule 2a and Schedule 3a of the Particulars;
'Other Costs'	means the provision of any services/goods provided to the Service User by the Provider at the Service Users request and are not payable by the Commissioner. These shall include but not be limited to hair dressing, luxury toiletries, chiropody, alcoholic drinks, legal advice, private travel, holidays, social; activities not provided by the Provider etc. These other services are non-essential truly optional services which the Provider are not expected to provide under the Contract or an IPA. For the avoidance of doubt individuals may elect to pay for alternative products not supplied by the Providers as standard;
'Person'	means the Service User;
'Placement'	means a place in the Care Home for a Service User which is commissioned by the Commissioner for the Services;
'Rate Card'	means the information submitted by the Provider as part of the on-boarding process that sets out the Providers fee for each Tier
'Regulations'	means the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 as monitored, inspected and regulated by Care Quality Commission;
'Resident(s)'	means the Service User or group of Service Users residing in the Care Home;
'Service User'	means a patient or service user for whom a Commissioner has statutory responsibility and who receives Services under this Contract, also referred to as the Person or Resident(s);
'Service User Contribution'	applies to Council Placements only and means the amount if any as being assessed as being payable by the Service User towards the cost of their Council commissioned Placement;
'Service User's Representative'	means the legally appointed representative who has been appointed under statute to manage the Service User's affairs;
'Third Party Top-Up'	applies to Council Placements only and means the contribution made by a third party in accordance with a Third Party Agreement for more expensive preferred accommodation which exceeds the Councils Contribution and if relevant any Service User Contribution, and/or any Health Contribution as a result of meeting the expressed choice of the Service User;

'Third Party Agreement'	means an agreement entered into between the Council and the Third Party in respect of the payment of any Third Party Top Up form;
'Tier'	means the category with the appropriate hours of care available to meet the Service User's assessed need. This includes Tiers 1 to 4 for Residential Care and Tiers 1 to 4 for Nursing Care.

1. Service Provision

- 1.1 In consideration of the Commissioner's agreement to pay the Fees, the Provider shall supply the Services to the Commissioner fully in accordance with the Specification, the IPA, the General Conditions, Service Conditions and the Particulars.

2. Individual Placement Agreement

- 2.1 The Provider acknowledges that the Commissioner of the Services shall put in place the relevant Individual Placement Agreement in relation to the provision of Services in respect of both Service Users already residing in the Care Home on the Commencement Date and all future Service Users who will reside in the Care Home after the Commencement Date.
- 2.2 In respect of Council Placements only the Commissioner and the Provider, together with the Service User shall enter into an IPA in respect of each Placement within Twenty Eight [28] days of a Placement commencing. For NHS Commissioned Placements, the Commissioner and the Provider will enter into an IPA.
- 2.3 Where a Service User does not have capacity the Service User's Representative shall sign the IPA on the Service User's behalf.
- 2.4 The Parties accept and acknowledge that any Placements made under any previous agreements on or before the Commencement Date shall continue after the Commencement Date subject to the General Conditions, the Service Conditions and the Particulars. For the avoidance of doubt the Parties accept that any pre-existing disputes (that are known to both the relevant Commissioner and the Provider) shall be resolved using the terms and conditions that were in place at the time the dispute first arose.
- 2.5 The Commissioner shall write to the Provider confirming the commencement date of the Placement and the Fees that will be payable by the Commissioner for the provision of the Services.

3. Living Wage Foundation Rate

- 3.1 The Provider accepts that the Threshold for each Placement Tier has been calculated to include no less than the Living Wage Foundation rate for all Staff.
- 3.2 The Provider shall ensure that all Staff directly involved in the provision of care under the 2014 Regulations are paid no less than the Living Wage Foundation Rate.

4. Health and Safety

- 4.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other statutory and regulatory requirements.
- 4.2 The Provider shall have a detailed written health and safety policy in force. This must include (but not be limited to) provision of, as appropriate, protective clothing and equipment, reporting, recording and investigating accidents and incidents, fire precautions and safety, first aid arrangements, use of equipment, manual handling, food handling, health and safety inspections, training requirements and infection control.
- 4.3 The Provider shall, if requested, provide the Council with a copy of its Health and Safety policy. For the avoidance of doubt whilst the Council may discuss improvements that may be made to such policy with the Provider the Council does not accept any liability in respect of deficiencies within the policies and procedures adopted by the Provider in respect of Health and Safety.
- 4.4 The Council shall in accordance with the General Conditions be empowered to suspend or terminate the provision of the commissioned Service or part thereof in the event of non-compliance by the Provider with statutory obligations in relation to health and safety matters. The Provider shall not resume provision of the Service or such part until the Council is satisfied that the non-compliance has been rectified.

5. Environmental Requirements

- 5.1 The Provider shall endeavour to conserve energy, water, wood, paper and other resources to reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases volatile organic compounds and other substances damaging to health and the environment.

6. Social Media

- 6.1 Without Prejudice to the provisions of GC21, the Provider must have a social media policy in place which provide that the Provider and its Staff whilst online including in their use of social media, they avoid online content or actions about the Contract t, the Care Home, the Service User's or any related issues, the Commissioner's staff, consultants, sub-contractors, Commissioners of local authority members or the Commissioner itself that are or could be perceived to be inaccurate, libellous, defamatory, derogatory, discriminatory, abusive, damaging to the Service User and/or the Commissioner's reputation or amount to threats or harassment, even where such comments are made in a personal or private capacity.
- 6.2 The Provider shall use reasonable endeavours to ensure that its Staff comply with the Providers social media policy and do not disclose their affiliation with the Provider or the Commissioner on any social media postings and that all social media profiles and online content is consistent with a professional image.

- 6.3 If the Provider and or the Staff are uncertain or concerned about the appropriateness of any online statement or posting including but not limited to via social media, it is requested that they refrain from posting or uploading such content until it has been discussed and agreed by the Commissioner.

7. Price Review

- 7.1 The Commissioners will review the Fees on an annual basis. Fees that are compliant with the Provider's Rate Card ('Compliant Fees') will be adjusted to take account of inflation (which for the avoidance of doubt shall be calculated using the Consumer Price Index) and any change to the Living Wage Foundation Rate. Providers will be notified of the percentage increase that will be applied to compliant Fees on an annual basis and prior to the commencement of the new financial year.
- 7.2 Where the Provider considers that the Person has had a change in the need that requires a different amount of care and therefore a change in the allocated Tier (higher or lower) this will be dealt with under the arrangements in the IPA.

8 Deferred Payments for Council commissioned Placement ONLY

- 8.1 Deferred payments apply to Placements commissioned by the Council only.
- 8.2 For the avoidance of doubt any Service User placed with a Provider under a Deferred Payment shall:
- 3.1.1 Enter into a Deferred Payment Agreement or similar with the Council; and
 - 3.1.2 Enter into an IPA.
- 8.3 Subject to a Deferred Payment Agreement being completed, the Council shall pay the Provider the Fees in accordance with the payment provisions set out in Schedule 3 of these Particulars).

CONTRACT

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

1. these **Particulars including the Special Conditions**;
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

Chief Finance Officer

**CLARE BRYAN for
and on behalf of
NHS Kernow Clinical Commissioning
Group**

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
Cornwall Council**

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for
and on behalf of
[INSERT PROVIDER NAME]**

.....
Title

.....
Date

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SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	1 st April 2020
Expected Service Commencement Date	1st April 2020
Longstop Date	1 st July 2020
Service Commencement Date	1 st April 2020
Contract Term	3 years commencing 1 st April 2020 or as extended in accordance with Schedule 1C
Option to extend Contract Term	Two further periods of 12 months length
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Selected
Continuing Healthcare Services (CHC)	Yes
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	Yes
Mental Health and Learning Disability Services (MH)	Yes
Patient Transport Services (PT)	
Service Requirements	
Essential Services (NHS Trusts only)	No
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	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	Yes
Expected Annual Contract Value Agreed	No

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GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Deprivation of Liberty Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioners: NHS Kernow Clinical Commissioning Group Sedgemoor Centre Priory Road St Austell Cornwall PL25 5AS Email: KCCG.Contracts@nhs.net Cornwall Council County Hall Treyew Road Truro TR1 3AY Email:

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	Provider: [] Address: [] Email: []
Commissioner Representative(s)	John Groom, Director for Integrated Care Carol Green, Interim General Manager, CHC, IPP and Related Services NHS Kernow Clinical Commissioning Group Sedgemoor Centre Priory Road St Austell Cornwall PL25 5AS Email: KCCG.Contracts@nhs.net Tel: 01726 627800 Name/s: Cornwall Council County Hall Treyew Road Truro TR1 3AY Email: Tel:
Provider Representative	[] Address: [] Email: [] Tel: []

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration
3. Business Continuity Plan. The details of the plan will be appropriate and proportionate to the size of the Care Home and in keeping with any policies and guidelines for emergency response provided by the Commissioner. The plan will include but is not limited to:
 - a) Loss of accommodation
 - b) Staff pressures due to emergencies arising from extreme weather
 - c) Unexpected or high levels of Service User or Staff sickness
 - d) Full contact details for the Care Home Provider and relevant Staff
 - e) The arrangements for ensuring Service Users have correct access to their medication
 - f) Out of hours arrangements.

C. Extension of Contract Term

1. The Commissioners may extend this Contract beyond the Contract Term by a further period or further periods of up to twenty four [24] months. If the Commissioners wish to extend this Contract, the Commissioners shall give the Provider at least three [3] months' written notice of such intention before the Expiry Date. Any extension shall be subject to mutual agreement between the Parties.
2. The option to extend the Contract Term may be exercised:
 - 2.1 only by all Commissioners; and
 - 2.2 only with the agreement of the Provider; and
 - 2.3 only in respect of all Services
3. If the Commissioners give 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, subject to the Provider's agreement to extend.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

<p>Insert FINAL Service Specification here EMBED</p> <p>Individual Placement Agreement Template EMBED</p>

B. Indicative Activity Plan

<p>Not Applicable</p>

D. Essential Services (NHS Trusts only)

<p>Not Applicable</p>

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

Section below needs updating for current NHS policies

Policy	Date	Weblink
6 Ambitions for Palliative and End of Life Care (2015-2020)	November 2019	http://endoflifecareambitions.org.uk/
A Policy for Transport Arrangements	December 2015	https://www.cornwall.gov.uk/health-and-social-care/adult-social-care/paying-for-adult-social-care/
Anti-Fraud and Bribery Policy	October 2015	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurOrganisation/Policies/AntiFraudAndBriberyPolicy.pdf
Continuing Healthcare Choice Policy	November 2016	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurOrganisation/Policies/ContinuingHealthcareChoicePolicy.pdf
Continuing Health Care Operational Guidelines	January 2017	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurOrganisation/Guidance/ContinuingHealthCareOperationalGuidelines.pdf
Cornwall Council Provider Failure Procedures	November 2019	https://www.cornwall.gov.uk/media/37404421/provider-failure-policy-v20.pdf
Guidance for Health Staff who have Cause for Concern within a Care Home	April 2018	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurServices/Safeguarding/GuidanceForHealthStaffWhoHaveCauseForConcernWithinACareHome.pdf
Joint Formulary		www.eclipsesolutions.org/cornwall
NHS Funded Transport Policy	April 2018	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurOrganisation/Policies/NHSFundedTransportPolicy.pdf
Prevent Policy	October 2018	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/O

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		urServices/Safeguarding/PreventPolicy.pdf
Serious Incidents Policy	September 2017	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurOrganisation/Policies/SeriousIncidentPolicy.pdf
Whistleblowing Policy	May 2017	http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/ManagingStaff/Policies/WhistleblowingPolicy.pdf

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Section below needs updating for current NHS policies

Safeguarding Practice

The Provider at all times must promote and protect people's health, wellbeing and human rights, and enable Service Users who receive care and support to live free from harm, abuse and neglect, while at the same time making sure that the Service User's wellbeing is promoted.

The Provider must work within internal guidelines that are consistent with:

- a) The Cornwall and Isles of Scilly Adult Safeguarding Board *Adult Safeguarding Policy Operational Procedure and General Guidance*, which supports the requirements of the Care Act 2014.. <https://www.cornwall.gov.uk/media/31136037/adult-safeguarding-policy.pdf>
- b) Adult Safeguarding Multi Agency policies, all of which can be found through the Cornwall Council's webpage at the link below: <https://www.cornwall.gov.uk/health-and-social-care/adult-social-care/safeguarding-adults/information-for-professionals/local-adult-safeguarding-policies-standards-and-guidance/>
- c) NHS Kernow Clinical Commissioning Group policies, links provided below to the Adult Safeguarding and MCA / DoLs and Prevent policies:
<http://intranet-kccg.cornwall.nhs.uk/documentlibrary/search-the-library/>

<http://doclibrary-kccg-intranet.cornwall.nhs.uk/DocumentsLibrary/KernowCCG/OurServices/Safeguarding/MentalCapacityActAndDeprivationOfLibertySafeguardsPolicy.pdf>

Or any other replacement safeguarding policy or guidance issued by the Council or the NHS.

In order to ensure that the Service User is free from abuse and appropriate action is taken where it is suspected, the Provider will:

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- a) Ensure an adult safeguarding referral of a concern is completed to notify the Cornwall Council if adult abuse/neglect of an adult with care and support needs is suspected; Attend Adult Safeguarding meetings
- b) Make representation in court as and when necessary, including but not limited to provision of witness statements and attendance
- c) Ensure there is a Safeguarding Adults policy available that complies with Cornwall's Safeguarding Policy <http://www.cornwall.gov.uk/health-and-social-care/adult-social-care/safeguarding-adults/>
- d) Ensure Staff are familiar with the *Cornwall Multi Agency Safeguarding Policy and Procedures and Practice Guide* and with the Providers' own policy and procedures on Safeguarding Adults
- e) Work in partnership with officers of the Cornwall Council in line with the six principles of adult safeguarding as laid out within the Care Act 2014 Statutory Guidance. This includes co-operating with section 42 enquiries or undertaking section 42 enquiries when these have been caused by the Cornwall Council
- f) Ensure Staff training is provided in Adult Safeguarding and is refreshed annually and Staff attend relevant Adult Safeguarding training in line with the Safeguarding Adults Board requirements appropriate to their position
- g) Take positive action to combat discrimination
- h) Ensure the Service User's needs arising from specific ethnic, religious, cultural, gender, sexuality, disability or age requirements is identified in their Care and Support Plan and ensure that Staff are able to meet these needs.
- i) Ensure all Staff and Service Users are aware of E-Safety and are protected wherever possible from abuse, radicalisation and bullying whilst on-line. <https://www.cornwall.gov.uk/health-and-social-care/what-is-safeguarding/staying-safe-online/>.

Safeguarding in the Care Home

The Care Home will ensure all Staff are fully aware of and able to communicate their role and responsibilities with regards to Safeguarding policy, procedures and practice there must be reference to reporting persons in position of following the Commissioner's policy at adultsafeguardingconcerns@cornwall.gov.uk or ring the Adult Safeguarding Service on 01872 326433 for advice. You will receive a written response to your referral.

The Provider's internal policy and procedures must cover:

- a) Whistleblowing policy and procedure, in accordance with the NHS Kernow Operating Standard for Care Homes, Whistleblowing
- b) How to work within best practice
- c) How to meet the standards of the Health and Social Care Act 2008
- d) How to fulfil their regulations under the Disclosing and Barring Service in line with the Cornwall Council's People in a Position of Trust Policy
- e) Mental Capacity Act
- f) The undertaking of enquiries if required by the Cornwall Council
- g) Deprivation of Liberty Safeguards
- h) Robust and safe recruitment arrangements
- i) Induction and on-going training and supervision for staff specific to Safeguarding of adults
- j) Duty of Candour
- k) The Provider must have policies and procedures in place for staff concerning the investigation of allegations of financial irregularities and the involvement of Police, Social Care, Health and Wellbeing and other professional bodies.

Please note that this is not an exhaustive list but details some of the issues that need to be included in the policy and procedures.

The Provider will ensure that information about safeguarding is on display throughout the Care Home. This will include who to contact in the Care Home to raise a concern and how to make a formal Safeguarding alert.

Safeguarding is to be a standing item on the agenda for all Staff meetings, which may include but is not limited to general Safeguarding principles, changes in Care Home and general Safeguarding policy, training and development opportunities, issues arising with reporting and proactive encouragement of Staff to follow the procedures.

Safeguarding will be discussed with families on an individual and group basis by the Care Home to ensure they are aware of safeguarding and how to make a safeguarding alert.

The Provider must be open and transparent under their Duty of Candour in relation to Safeguarding of adults and other issues as required by the Care Quality Commission and the Care Act 2014.

The Provider will have an identified Safeguarding Adults lead, Mental Capacity and Deprivation of Liberty lead and must ensure that the Council is kept informed at all times of the identity of the persons holding those positions.

Mental Capacity and Deprivation of Liberty Safeguards

The Care Home shall comply with the Mental Capacity Act 2005, including Deprivation of Liberty Safeguards, by having the relevant policies and procedures in place, by:

- a) Ensuring Mental Capacity Act and Deprivation of Liberty training is mandatory for all Staff
- b) Ensuring records kept include specific mental capacity assessments and Best Interest Decisions
- c) Ensuring records kept include evidence of any Lasting Powers of Attorney or Deputyships held by family members, or legal representatives of the Service User
- d) Ensuring records kept include use of restraint and the promotion of least restrictive measures at all times
- e) Ensuring consideration and timely application of Deprivation of Liberty safeguarding where appropriate and
- f) Reporting to The Regulator all applications and outcomes of Deprivation of Liberty.

The Care Home will ensure that it adheres to the principles of least restrictive practice in its Care and Support Planning and care provision. Where the Service User has mental capacity to decide on a specific action, consent to proceed with this action must be obtained. If the Service User lacks mental capacity to decide on a specific action, the Care Home must ensure that appropriate Best Interests processes have been followed. This may include but is not limited to pressure mats, covert medication, gates, locks and one to one support with agreed funding.

The Service User's Care and Support Plan will reflect how the Service User prefers to have choice and control over their life in accordance with their individual capacity.

Any definitions included within this section are as defined in the Mental Capacity Act 2005 and the Code of Practices related to it.

SCHEDULE 3 – PAYMENT

A. Local Prices

INDIVIDUAL PLACEMENT AGREEMENT TEMPLATE

EMBED

COMPLETED RATE CARD

EMBED

3A.1 RATE CARD AND TIERS

Care Home Providers will complete a Rate Card of their Fee for each Tier as part of the on-boarding process. This Rate Card will form part of the Provider's Contract and the Fees will be used by the Commissioners when making a Placement at the relevant Tier.

The Commissioner will determine the relevant residential or nursing Tier as part of their assessment based on the Person's Eligible Needs. Tier 1 will be the default position. Evidence about the hours of care required to meet the Person's assessed Eligible Needs will be required to determine the need for any Tier 2, Tier 3 or Tier 4 Placement.

Where the Commissioner and the Provider have a difference of opinion about the level of care required to meet the Service User's needs, the Provider may be asked to provide clinical justification and submit to the relevant Commissioner together with supporting evidence from the Provider. This may include but is not limited to updated care plans, staff rotas, 1:1 care records, clinical justification form for additional staffing costs etc.

3A.2 PAYMENT FOR NHS COMMISSIONED PLACEMENTS ONLY

NHS Funded Nursing Care

Eligibility for NHS Funded Nursing Care will be assessed by a clinician nominated by NHS Kernow Clinical Commissioning Group

NHS Funded Nursing Care will cease on the day of admission to hospital.

Payment of NHS Funded Nursing Care will be made from the date of admission but not date of departure from the Home.

NHS Commissioned Placements

General Statement

As a fundamental principle of the NHS, the Service User should receive these services free at the point of delivery.

There is general acceptance that there are some specific services or items that the Service User would have to pay for themselves. It is permissible for the Provider to charge for these items if they are providing them to people but only where people, or someone lawfully acting on that Service Users behalf, can choose not to receive these services/items. These specific services/items include newspapers, hairdressing, chiropody and alcoholic drinks.

There are other items that care homes are not expected to fund for Service Users. These include tobacco products, clothing and other similar personal items, personal travel at the Service Users request, optical services, dental services, legal advice, holidays, social activities not provided by the Care Home and toiletries over and above those provided by the Care Home.

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The arrangements that exist in social care for the Service User Contribution and Top-Up arrangements are not permissible where the Service User is entitled to NHS Continuing Health Care (CHC) funding.

As set out in the revised CHC National Framework 2018 the cost of the assessed healthcare needs for people in receipt of CHC funding means meeting their health, social and accommodation needs.

Any Services that are not deemed to be part of the assessed health and social care needs in the agreed care plan, can be charged as above. Also that any payments made for additional services must be optional, for non-essential services and non-conditional.

Any other charges can only be on an individual and exceptional basis.

Any charge will be a private arrangement between the Provider and the Service User's family. NHS Kernow will not be liable for these payments, which are on an individual and exceptional basis but NHS Kernow must be notified.

NHS Kernow will be responsible for the cost of the service from the date of contract. Where the Provider has received payment in advance from the individual or any other party in respect of the individual covering that period, it is the responsibility of the Provider to refund the payee as soon as they have been reimbursed by NHS Kernow. NHS Kernow reserves the right to spot check any Provider to provide assurances that this has been carried out.

Personal Health Budgets

For Service Users who have a Personal Health Budget from the Commissioner and are using care homes for respite care, the fee paid to the Provider will be determined as above unless otherwise agreed with the Commissioner.

Payments

- Payment will be made via a payment schedule around 20th day of each month (fixed dates will be issued in March for the following financial year).
- A remittance advice will follow stating payment made for each client
- It is the Providers responsibility to check this statement and advise NHS Kernow of any differences which must be stated on the remittance advice note, signed and returned to NHS Kernow within 10 days of receipt.
- Failure to do so may result in the monthly payment being suspended.
- Where the provider has received payment in advance from the individual or any other party, it the responsibility of the provider to refund the payee within 10 working days.
- Should a Service User leave the placement/decease, reconciliation will be required.

Remittance Advices

A remittance advice will be automatically issued by NHS Shared Business Services to the Provider's address. Alternatively remittance advices will be sent to the provider's email address where this has been provided.

Invoices

Where an invoice must be submitted rather than a schedule payment: e.g. additional one to one care, the Provider must submit invoices for payment to NHS Shared Business Services at the following address:

NHS Kernow CCG,
11N Payables M115, Phoenix House,

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Topcliffe Lane, Wakefield,
WF3 1WE

Providers are encouraged to use the SBS Tradeshift system to submit electronic invoices and monitor electronically progress of their invoices.

The Provider must not include any Patient Identifiable Data (PID) on the invoice i.e. Service User's name, initial, date of birth, National Insurance Number, NHS Number etc.

Where PID is shown on an invoice, the invoice will automatically be cancelled from the payments system.

Invoices must not be received by NHS Shared Business Services before the last day of the payment period to which it relates. Where a Provider submits invoices before this day, Providers will be required to submit credit notes against them and then resend new invoices to NHS Shared Business Services.

Where a Provider is required to submit an invoice, the Provider must ensure that they use a unique invoice number as per the Individual Placement Agreement, as duplicate invoice numbers will result in the invoice being placed on hold on the payment system.

The Provider must submit an invoice for each individual service user funded by Health. Each invoice submitted for payment must include the following details:

- Company Name, Address and Postcode
- Invoice or Credit Note Number (as applicable)
- Date of Invoice
- Contact details of the Provider
- Bank Details
- Service User's Unique Health identifier Number
- Details of the Payment Period
- Weekly fee including any 1:1 additional care fees (if applicable)
- XXRef
- Absence from home payment (if applicable)

Change in Providers Bank Details

Where a Provider changes its banking arrangements/details, they must advise the Commissioner as soon as possible.

Details must be submitted to the Commissioner; on Company letter headed paper stating the old bank account details and the new bank account details via email to KCCG.contracts@nhs.net.

3A.3 PAYMENT FOR COUNCIL AND CORNWALL COMMISSIONED PLACEMENTS ONLY

Payments

- 3A.3.1 Save for the first payment which shall be paid in arrears, the Council shall pay the Provider the Fees on a four [4] weekly basis. Payment of the Fee is paid with half of the payment being made two weeks in advance and half being paid two weeks in arrears.
- 3A.3.2 The Council pay the Provider the Fees within Thirty [30] days of a Placement commencement. The Provider shall notify the Commissioner Representative in the event that payment has not been received within this timeframe whereby the Council will pay any undisputed Fees without delay and in any event within Thirty [30] days of notification.

Eligibility

- 3A.3.3 If the Provider has any reason to consider that an individual currently placed in their Care Home under a private arrangement is likely to become eligible for the Services in the near future, the Provider shall notify the Council without delay so that the Council may arrange for a Needs assessment and Financial Assessment to be undertaken.
- 3A.3.4 If following the assessments undertaken in accordance with clause xxx above, the individual becomes Eligible for the Services, the Council shall pay the Fees from the date that the Service User becomes Eligible and in accordance with the payment provisions set out in clause 3A.3.1 above.
- 3A.3.5 The Council may request information from the Provider in order to ensure the accuracy of the payments. The Provider acknowledges that failure to provide the required information may delay payment and that the Council reserves the right to withhold payment or deduct appropriate amounts from sums otherwise due to the Provider if evidence of the delivery of the Services provided to Service Users is not obtained.

Fees

- 3A.3.6 The Fee payable by the Council shall be inclusive of all costs, overheads and expenses required to meet the Service Users assessed Needs, in accordance with the Specification.
- 3A.3.7 The Provider shall enter into separate arrangements with the Service User in relation to the payment of Other Costs.

Sub-Contracting

- 3A.3.8 Where the Provider enters into a sub-contract with a contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums by the Provider to the sub-contractor within a specified period not exceeding Thirty (30) days from the receipt of a valid invoice.

Disputes

3A.3.9 If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause 2:

(i) the contesting Party shall within Five (5) Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested;

(ii) any uncontested amount shall be paid in accordance with this clause 3A.2.1

31.3.10 If a Party contests a payment under clause 3A.2.9 and the Parties have not resolved the matter within Twenty (20) Business Days of the date of notification under clause 2.9, the contesting Party may refer the matter to dispute resolution under GC14 (Dispute Resolution) and following the resolution of any dispute referred to dispute resolution, where applicable, the relevant party shall pay any amount agreed or determined to be payable in accordance with this section 3A.2.

Recovery

31.3.11 The Council reserves the right to recover any Fees paid to the Provider in the event that those sums have been paid to the Provider in error.

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.

Not Applicable

F. Expected Annual Contract Values

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS**A. Operational Standards and National Quality Requirements**

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence
	Duty of Candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	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

SCHEDULE 4 – QUALITY REQUIREMENTS**C. Local Quality Requirements**

Provider – Annual Reporting		Monitor Only
Service Spec Ref	Quality Monitoring Requirement	
11.4	Business Continuity Plan	
	Financial accounts for the most recent completed financial year, audited if required by law	
	Information about the quality, repair and maintenance of the Care Home building	
	Insurance Schedules and Certificates	
	Results of the Care Home's personal outcomes survey.	
	A copy of the Provider's annual report including their service improvement plan.	

Provider – Quarterly Self Declaration		Compliant Yes Or NO and Action Plan Date OR Not Applicable
Service Spec Ref	Quality Monitoring Requirement	
8.6	Mental Capacity Act training is in place	
	Any MCA changes are implemented and staff are trained appropriately for their role in the Care Home	
	Skills for Care <i>Core and Mandatory Training</i> requirements are met by Care Home Staff	
5.5.2, 8.3.2, 8.5	Staff are registered with the relevant professional body (e.g. NMC / HCPC)	

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5.10	Pressure ulcer management requirements are met	
5.5.1, 5.7,	Recognising deteriorating Service User's requirements are met	
5.9	Infection control requirements are met	
4.2	Compliance for NICE guidance are met including:	
	<ul style="list-style-type: none"> • Long-term conditions 	
	<ul style="list-style-type: none"> • Dementia pathway 	
	<ul style="list-style-type: none"> • Care for adults with depression 	
	<ul style="list-style-type: none"> • Managing medicines in care homes 	
	<ul style="list-style-type: none"> • Mental wellbeing for older people 	
8.4	All one to one care hours have been provided as commissioned for each Service User	

Additional Performance Monitoring Information		Monitor Only
Service Spec Ref	Quality Monitoring Requirement	
12.2	Percentage of Care Home admissions from hospital assessed within 24 hours of referral	
	Number of referrals accepted on the basis of a Trusted Assessment	
	Non elective admissions to hospital	
	Core Staff Ratios for nursing and care Staff	
	Calculated Staff Turnover (%)	
	Percentage of Agency Nursing Staff used during period	
	Percentage of Agency Carer Staff used during period	
	Percentage of total Service Users vaccinated against flu	
	Percentage of total employed Staff vaccinated against flu	

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

Not Applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

Providers will be required to complete quarterly and annual returns to the Commissioners setting out their performance in relation to the quality and performance indicators set out in Schedule 4c.

A workbook for the provision of information has been developed between the Commissioners and Providers and will be circulated to providers at Contract Award.

Providers will be required to submit this information to contractsadults@cornwall.gov.uk and KCCG.contracts@nhs.net by

Performance Data Period	Q1 20/21	01 Apr - 30 Jun 2020		Return By Date	Q1 20/21	by 31 July 2020
	Q2 20/21	01 Jul - 30 Sep 2020			Q2 20/21	by 31 Oct 2020
	Q3 20/21	01 Oct - 31 Dec 2020			Q3 20/21	by 31 Jan 2021
	Q4 20/21	01 Jan - 31 Mar 2021			Q4 20/21	by 30 Apr 2021

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

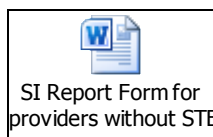
C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned
(1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents
<p>Incidents, Accident and Emergencies</p> <p>The Provider will ensure they have systems in place for the reporting and collecting of information in relation to adverse events, incidents, accidents and injuries, errors and near misses. This will support appropriate reporting, investigating and learning from adverse incidents and near misses. Incident reporting should promote the consistent recognition and reporting of all incidents and should outline the reporting arrangements to escalate issues, ensure lessons can be learned and practice developed and improved as a result.</p> <p>The Provider will ensure that Staff are informed and deal confidentially with accidents, injuries and emergencies by:</p> <ul style="list-style-type: none"> a) Ensuring all Staff are aware of and follow all of the Care Home Provider's policies and procedures for dealing with medical emergencies. b) Reporting to the CQC, Council and NHS Kernow and noting in the Service User's records any accidents or injuries to the Service User that require hospital or GP attendance. c) Reporting all incidents subject to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) to the Regulator being aware of the CQC and Health & Safety Executive guidance and requirement's for care homes. <p>The Provider will ensure serious incidents are managed in accordance with the NHS National Serious Incident Framework together with the local NHS Kernow Standard Operating Procedure.</p> <p>The Provider will be responsible for notifying the relevant Commissioners Representative as soon as it is practical to do so, if any of the following occurs:</p> <ul style="list-style-type: none"> a) Any circumstances where the Service User has consistently refused provision of the Care Home or medical attention b) Serious accident, serious illness or serious injury to the Service User c) Death of the Service User d) Outbreak of notifiable infectious disease in the Service e) Any emergency situation e.g. fire, flood affecting the Service f) Unplanned absence of the Service User g) Within 72 hours of a hospital of admission and again when the period of time the Service User has been in hospital reaches 6 weeks for Council funded placements h) Hospital admission for a period of 72 hours for health funded placements for NHS Kernow. <p>Providers must inform Commissioners of any never event, any incident mentioned in SC33 and any serious incident requiring investigation or other safeguarding issues that are reported to the</p>

Cornwall Council / NHS England via STEIS / NHS Improvement via NRLS.

Providers who **do not** have access to Strategic Executive Incident system (STEIS) must report any serious incident to the commissioner direct. The Serious incident Review Form must be completed in the timeframes below to mitigate further risk to patient safety:

- Providers must contact NHS Kernow Quality team within 24 hours of a never event; please complete form attached (below) and send to generic email address KCCG.si@nhs.net
- Providers must contact NHS Kernow Quality team within 48hours of a serious incident; please complete form attached (below) and send to generic email address KCCG.si@nhs.net



For more information on what constitutes a serious incident please refer to the 2015 Serious incident framework <https://improvement.nhs.uk/uploads/documents/serious-incident-framework.pdf>

If you need any advice or guidance on completion and whether or not an incident requires reporting please contact the patient safety officer or Clinical Governance Lead at NHS Kernow CCG on 01726 627758.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Surveys

In accordance with CQC regulation, the Provider should undertake at least annual surveys or have in place a suitable scheme to monitor satisfaction levels of the services it provides.

Providers should consider “when” individuals are asked for their feedback and that this method should be kept consistent e.g. on discharge; at the end of the month.

Upon request the Provider will submit to the Commissioner a copy of the results of each survey undertaken. The information provided should include a copy of the survey questions, the results, the number of people eligible to take part in the survey and the percentage of people that completed the survey.

The results of the survey will be for all staff, residents/families in a care home and must be anonymised. The Provider will where applicable, produce an action plan following any survey and provide a copy to the Commissioner.

Providers will give an update on progress with implementing any action plan during contract management meetings.

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

To be Confirmed

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;

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- 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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First published: March 2019
Published in electronic format only