

Exit Arrangements

Exit

The Service Provider shall (at no cost to The Commissioner) prepare an exit plan and submit it to The Commissioner for Approval (the “Exit Plan”).

Where the Co-ordinating Commissioner exercises its right under General Condition 17.1 to terminate this Contract voluntarily prior to the expiry date, then the Provider will notify the Co-ordinating Commissioner of the direct costs it will incur as a result of early termination. Upon receipt of such notification the Parties shall meet and agree how such the direct costs will be recovered by the Provider, both Parties at all times acting reasonably and in good faith.

On termination or expiry of this Contract or any Service the Provider must, acting in accordance with the instructions of the Responsible Commissioner, promptly transfer, or deliver a copy of, any Service User Health Records held by the Provider to the Responsible Commissioner or to a third party nominated by that Commissioner.

The Service Provider shall ensure that the Exit Arrangements deals as a minimum with those areas set out in the Exit Strategy below, along with those areas set out in General Condition 17 Termination of this contract to the maximum level of detail as it is reasonably possible to determine at the time of preparation of any such Exit Plan, together with such other provisions as the Service Provider deems necessary or The Commissioner may request from time to time in relation to expiry and termination of this Agreement and Partial Termination.

1. The Service Provider should provide such assistance and information to The Commissioner or a New Service Provider as necessary to enable as efficient and effective a transfer of services as possible;
2. Data shall be presented in a reasonable format that is capable of being utilised by any New Service Provider;
3. It is critical to identify a process for the successful migration of Data to any new system or service;
4. The Service Provider shall ensure that Data is not compromised during the exit process;
5. The Service Provider shall not impose any barriers or restrictions to the smooth transition of Services to a New Service Provider or The Commissioner and minimise the costs of such transition;
6. There shall be no adverse impact on Patient experience in relation to the Services during the exit process;
7. Timely development and agreement of plans describing exit activity, and compliance with these plans;
8. The Service Provider shall participate in planning and co-ordinating and co-operate with The Commissioner, Other Service Providers and the New Service Provider(s)
9. The Service Provider shall continue to perform the Services during the exit process without disruption or deterioration of the Services in accordance with General Condition 17.

Provision of Information by the Provider

In line with obligations set out in the General and Service Conditions of the NHS Standard Contract, in the event of the expiry or termination or the pending expiry of the Contract or any Service or upon any notice of termination, having been served, the Provider agrees that it shall supply to the Co-ordinating

Commissioner, within 20 Operational Days of receipt of a written request from the Co-ordinating Commissioner, such details of the Staff, Provider's Premises, Services Environment, Equipment and the Provider's costs actually incurred in delivering the relevant Services, in such format as the Co-ordinating Commissioner shall request. The Provider agrees that such a request shall constitute a 'reasonable and lawful' request on the part of the Commissioners and that any failure by it, to comply with the timescale for response, shall constitute a failure by the Provider to respond within a 'timely manner'.

The Provider agrees in relation to the information that it is required to provide, that:

- a) Where required to do so by the Co-ordinating Commissioner, it will provide the required information on an anonymous basis, directly to any provider who is identified by the Commissioners as a potential new provider of the Services;
- b) The Commissioners may share the information they receive (via the Co-ordinating Commissioner), on an anonymous basis, with any potential new provider of the Services;
- c) Should the details of any information already provided by the Provider, subsequently change, the Provider will update the Commissioners and/or new or potential new providers to whom it has provided that information, as soon as possible.

The Provider acknowledges that the Commissioners are relying on the accuracy and completeness of the information to be provided pursuant to paragraph 1(i) above in connection with any re-procurement or re-commissioning process they may carry out in respect of the Services and that the information will be required in order to enable any potential new providers of the Services to assess the likelihood of TUPE applying on a transfer of the Services, and more generally, in order to enable any potential provider to undertake an adequate pricing exercise in relation to its proposed assumption of provision of the Services.

Staff Information

The Provider shall provide the following information:

- i) The organisational and management structure of the Services (including details of how the Services are provided and managed by the Staff and details of any vacant posts).
- ii) Whether the Services have dedicated employees (that is they **only** work on the Services) and if so, how many of those employees are so dedicated (not whole time equivalents, actual numbers); and
- iii) If employees undertake any or any part of provision of the Services, but are not dedicated to the Services, estimate for each individual, the percentage of their working time spent on the Services over the preceding 12 months and for each of these details of what other work they do.
- iv) For all employees identified at paragraphs 2ii) and 2iii), details of the following:
 - a) Payment method for wages
 - b) Pay day/date
 - c) Pay band and increment date
 - d) Pay and other remuneration along with any non-cash benefits
 - e) Pension scheme details
 - f) Normal hours of work
 - g) Overtime: whether undertaken, by which employees and whether compulsory or voluntary
 - h) Working time flexi scheme
 - i) Annual Leave entitlements
 - j) How annual leave pay is calculated
 - k) Whether any of the employees are mobile employees (a mobile employee means any employee who is not required to attend a particular dedicated place of work each day)

- l) How mileage claims are calculated for mobile employees
- m) For non-mobile employees their normal place of work
- n) Whether there is in place a contractual mobility clause
- o) Whether all required pre-employment checks (including DBS, entitlement to work in the UK etc.) have been undertaken/completed.
- p) Any outstanding HR issues e.g. discipline, grievance, capability, ill-Health etc.
- q) Numbers of employees not currently working and why, e.g. those on maternity leave, who have ill health, study leave or are taking a career break.

In addition to those employees identified at paragraphs 2ii) and 2iii), state what other Staff provide any of the Services and the basis upon which they do that, including bank staff, non-employed consultants, agency workers. Details of how much use has been made of those Staff over the previous 12 months.

Whether there are any existing or contingent liabilities towards any of the employees, for example, but not limited to awards of damages or compensation for, or existing claims in respect of unfair dismissal, personal injury, discrimination, breach of contract, unlawful deductions, whistle-blowing.

Communication with Patients

The Provider will agree with the Commissioner, the content, style and format of communications with patients which will include at least the following information to be sent by the Provider:

- Service(s) end date
- Provider's on-going responsibilities with regard to patient records in accordance with relevant legislation
- Details of arrangements for transfer of care

Other Communications

Commissioners will be responsible for agreeing a communications strategy with the Provider. This strategy will be delivered by the Commissioner and will include communications with:

- Other Providers on the care pathway
- Referrers
- Media
- Patient groups and members of the public

Patient Management and Transfer of Care

The Provider shall ensure all Patient Administration Systems remain in place during the notice period.

The Provider and Commissioner will agree the date from which new referrals will no longer be accepted by the service(s). After this date, any referrals received shall be returned to the referrer within 24 operational hours of receipt. The reasons for return of the referral will be provided to the referrer together with a list of alternative providers to ensure minimum disruption to the patient pathway. This service(s) to support existing patients shall continue for a period of 4 weeks post termination date and shall be reviewed by the Provider and Commissioner after 3 weeks to ensure that all patients have been transferred or discharged, where required, and any further provision for this service(s) is identified and agreed.

The Provider shall establish with the Commissioner how patients who may be booked for appointments post service(s) end date shall be managed. If agreeable, the Provider shall contact the affected patients and give them the choice of alternative providers to ensure minimum disruption to their patient pathway.

Patient data held by the Provider shall be retained and archived securely in accordance with NHS retention and archiving guidelines and relevant legislation. The Provider will continue its responsibilities under the Data Protection Act (2018) and Freedom of Information Act

(2000). Therefore, requests to access any data held by the Provider shall be managed using existing procedures, in accordance with the terms and conditions laid out in the contract and in accordance with current legislation.

Human Resources

All implications for staff employment will be managed by the Provider in accordance with current employment law and best practice.

Equipment

All equipment (clinical and non-clinical) shall remain in place for the duration of the notice period to ensure continuity of service(s). Post service(s) end date, the Provider will remain responsible for the removal of any of its equipment from NHS sites.

Premises

The Provider will continue to operate from agreed premises during the notice period. All signage will remain in place during this time and where applicable, any Commissioner or NHS signage will be removed upon the termination date.

Information, Management and Technology (IM&T)

The Provider will agree an IM&T exit strategy with the Commissioner. This will include:

- Milestones for e-Referral System changes
- Strategy for Smart Card Roles to be deactivated for relevant staff members
- Confirmation of archive and storage arrangements for any relevant electronic data.
- Confirmation that relevant procedures and policies such as disaster recovery, will stay in place until the termination date.
- Confirmation that the Provider will ensure any licenses purchased for the delivery of service(s) in accordance with this Agreement shall remain in place until the termination date. The Provider is responsible for all associated costs post termination.

Contractors

The Provider will be responsible for managing any sub-contractor relationships impacted by termination of the service(s) within this Agreement.

The Provider is responsible for ensuring the exit strategy agreed with sub-contractors does not impact service delivery prior to the service termination date.

The Provider is responsible for any costs associated with early termination of its sub-contracting arrangements.

Risk Assessment and Management

The Provider and Commissioner will undertake a joint risk assessment of the exit plan and will seek to manage these jointly to minimise any negative impact.

Indemnity Insurance

The Provider must procure for themselves, and ensure that any Sub-Contractors procure, the appropriate ongoing indemnity insurance required, as outlined in General Condition 11, and provide assurance to the Commissioner.