

Caring Services
Marie Curie Cancer Care
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www.mariecurie.org.uk

Org name

17 February 2015

Dear []

WORKING TOGETHER TO IMPROVE END OF LIFE CARE

Further to previous communications concerning the above, to become "*easier to do business with*", Marie Curie is changing the way our teams contract, invoice, report and manage nursing staff. In areas where existing demand requires less than 1 nurse per night, we will:

- Replace formal contracts with formal acceptance of terms and conditions so that referrals can be made on an "as needed" basis;
- Reduce paperwork and effort for both parties by:
 - Providing simple activity reports on payment of activity, and
 - Invoicing only when activity occurs;
- Provide a more flexible nursing service across organisations to address end of life care needs, using bank staff to meet high / low demand.

The new terms are attached. Please return a duly authorised copy of this letter before 14 March 2015 and raise awareness of the new terms with all of your nominated Referrers.

If you have any questions, please do not hesitate to contact me.

Yours sincerely,

Alexis Howsam
Business and Service Development Manager,
London and South East England

I accept the Marie Curie Flexi-Terms

Signed by

For and on behalf of [Commissioning Body]

Marie Curie Flexi-Terms of Business

These Flexi-Terms of Business (together with Schedules A and B) govern the relationship between Marie Curie and Users of the Marie Curie Nursing Service.

Referrals

1. Details of the Service are set out in Schedule (A).
2. Acceptance of a referral to the service is at the discretion of Marie Curie.
3. Marie Curie is unable to accept referrals for nursing care for children under 16 years of age. Referrals between 16 and 18 years of age may be considered, at Marie Curie's discretion.
4. Marie Curie may conduct audits or use other performance monitoring tools which require observation of nursing staff at work or interviews with patients and families in order to monitor the quality of the service delivered.
5. Marie Curie reserves the right to monitor and record telephone calls for quality control and training purposes.
6. Marie Curie cannot accept referrals without the right of access to all notes on referred patients at any time during the provision of care and at any subsequent time.
7. The process for referring patients to the Marie Curie Nursing Service is available at: <https://www.mariecurie.org.uk/refer-patients/referrals-to-the-marie-curie-nursing-service>.

Confidentiality

8. The disclosure of the information contained in Schedules (A) and (B) is harmful to Marie Curie's commercial interests and should not be disclosed without Marie Curie's prior consent.

Finance

9. Once Referrers from within the area covered by the Commissioner have

requested the Services, the Commissioner becomes liable to Marie Curie for the amounts set out in Schedule (B).

10. Marie Curie will issue an invoice for the amount before the end of the month when the Service has been commissioned and payment shall be made within 30 days.
11. In subsequent years, Schedule (B) will be updated and should be agreed by 31st January. Marie Curie reviews its rates for NHS contributions annually. The NHS Contributions List in Schedule (B) will be issued by January 1 each year to be effective from April.
12. Marie Curie reserves the right to change its rates at other times providing at least three months' notice of the change.
13. Except where liability cannot be excluded by law, in no event will Marie Curie be liable for any damages resulting from: loss of profits or revenue; loss of opportunity; loss of reputation; loss of goodwill; loss of, damage to, or corruption of data; loss of anticipated savings; loss of use; and/or any indirect or consequential loss and the total amount of Marie Curie's liability shall not exceed the sums paid under these Terms in the previous year.
14. Where the Commissioner fails to make a payment in accordance with the agreement, Marie Curie reserves the right to charge statutory interest as provided for in the Late Payment of Commercial Debts (Interest) Act 1998.

Termination

15. Marie Curie may withdraw or vary the services on three months' written notice.
16. Marie Curie makes a substantial financial contribution to the Services and significant unplanned Referrals may be harmful to Marie Curie and Marie Curie may limit the Services.