

2026/27 NHS Standard Contract

Particulars (Shorter Form)

Contract title:	Devon Residential and Nursing Home Contract
Contract Reference	<i>Atamis Contact Ref</i>
Contract identifier	QJK-DAB-27_Providername_CareHomewithNursing

Version 1, January 2026

Prepared by: NHS Standard Contract team, NHS England
england.contractshelp@nhs.net

DATE OF CONTRACT	Date of last signatory to the contract
EXPECTED SERVICE COMMENCEMENT DATE	01/04/2027
CONTRACT TERM	Five (5) years from the 01/04/2027 (or as extended in accordance with Schedule 1C)
COMMISSIONERS	NHS Devon Integrated Care Board (QJK) Aperture House Pynes Hill Rydon Lane Exeter EX2 5AZ
CO-ORDINATING Commissioner	NHS Devon Integrated Care Board (QJK)
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]
CONTRACT AWARD PROCESS	PSR direct award process B

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CONTRACT

Contract title: Devon Residential and Nursing Home Contract

Contract ref: QJK-DAB-27_Providername_CareHomewithNursing

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 Barbara Jones

for and on behalf of NHS DEVON INTEGRATED CARE BOARD

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Signed by

for and on behalf of

QJK-DAB-27_Providername_CareHomewithNursing

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	Date of last signatory
Expected Service Commencement Date	01/04/2027
Longstop Date	01/07/2027
Contract Term	Five (5) Year period (or as extended in accordance with Schedule 1C)
Commissioner option to extend Contract Term	YES by further up to Two (2) Year period (ending 31/03/2034).
Notice Period (for termination under GC17.2)	3 months
SERVICES	
Service Categories	Indicate <u>all</u> categories of service which the Provider is commissioned to provide under this Contract.
Continuing Healthcare Services (including continuing care for children) (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 (non-emergency) (PT)	
Service Requirements	
Prior Approval Response Time Standard	Not applicable
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[] Email: [] Tel: []
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[] Email: [] Tel: []

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Provider's Safeguarding Lead (children) / named professional for safeguarding children	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: NHS DEVON ICB Address: NHS DEVON APERTURE HOUSE PYNES HILL RYDON LANE EXETER DEVON EX2 5AZ Email: d-icb.contracting@nhs.net Provider: [] Address: [] Email: []
Commissioner Representative(s)	Co-ordinating Commissioner: NHS DEVON ICB Address: NHS DEVON APERTURE HOUSE PYNES HILL RYDON LANE EXETER DEVON EX2 5AZ Email: d-icb.contracting@nhs.net
Provider Representative	[] Address: [] Email: []

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	Tel: []
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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 in accordance with GC4.1:

1.	Evidence of appropriate Indemnity Arrangements
2.	Evidence of CQC registration in respect of Provider and Material Sub-Contractors (where required) and evidence of TDDI (if applicable)
3.	Modern slavery & Human Trafficking Statement (depending on turnover)
4.	Copies of any material Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner
5.	The ICB reserves the right to ask providers to complete New Provider Quality Assurance Checklist v4 at any point. The ICB also reserves the right to update this document when required. The ICB may require the Provider to complete this prior to any placements being made.

The Provider must complete the following actions in accordance with GC4.1:

List any policies not yet received or state Not Applicable
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Date	Document	Reference
	New Provider Quality Assurance Checklist v4	Sch1A_001
	CQC Weblink	Insert link
	TDDI (if applicable)	
	Evidence of indemnity arrangements - Employers Liability - Public Liability Insurance - Professional Indemnity - Clinical Negligence	Sch1A_002
	Modern slavery & Human Trafficking Statement (depending on turnover)	NA or Sch1A_003

SCHEDULE 1 – SERVICE COMMENCEMENT

AND CONTRACT TERM

C. Extension of Contract Term

1. The Commissioners may opt to extend the Contract Term once by up to 2 years (ending 31/03/2034).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than 3 months before the Expiry Date as at the date of the written notice.
3. The option to extend the Contract Term may be exercised in conjunction with any variation to the Contract permitted by and in accordance with GC13 (*Variations*).
4. If the Co-ordinating Commissioner gives 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.

SCHEDULE 2 – THE SERVICES

A. Service Specifications

Please see below for service specification for Care Home with Nursing and Funding Nursing Care

Date	Document	Reference
Last reviewed September 2026	Nursing Home Service Specification - v2.0 September 2026	Sch2A_001

Providers are expected to participate fully with the Devon wide frailty network and work with the network to help develop and work in line with Devon wide frailty requirements.

Location(s) from which it will be delivered	<i>All home locations to be added here</i>
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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

Policies submitted by the provider for inclusion in the contract will subject to review by NHS Devon as part of contract assurance process or during the term of the contract.

Date	Document	Reference
	NHS Devon Commissioning Policies	NHS Devon Clinical Commissioning Policies - One Devon
	NHS Devon Individual Funding Request Policy	Individual funding requests - One Devon
	NHS Devon - Patient Transport/Travel Costs	Patient transport information - One Devon
	NHS Devon Commissioning Intentions	Sch2G_001
XXX	Complaints Policy to include: Duty of Candour	Sch2G_00XXX
XXX	Incident Response Plan	Sch2G_00XXX
XXX	Business Continuity Plan	Sch2G_00XXX
XXX	Patient Safety Incident Response policy (PSIRF)	Sch2G_00XXX
XXX	Raising Concerns (Freedom to Speak Up) policy and procedure for staff to speak up about concerns	Sch2G_00XXX
XXX	Consent Policy	Sch2G_00XXX
XXX	Green Plan	Sch2G_00XXX
XXX	Information Governance & Data protection policies to include: - NHS Care Records Guarantee - Recording of telephone calls and recording of telehealth consultations - Confidentiality - Handling Personal Data	Sch2G_00XXX
	Data Security and Protection Toolkit	

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	Status: Standards Met/ Approaching Standards/ Standards Exceeded Year Reported:	
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J. **Transfer of and Discharge from Care Protocols**

Short Term/ Fixed Term Contracts (including pathway 2 discharges)

For individuals discharged from hospital into a Care Home with Nursing, on an interim basis, either pending availability of a package of care/rehabilitation service or for a period of rehabilitation or recuperation with the intent to return home (Discharge to Assess Hospital Discharge Model). Please see [Hospital discharge and community support guidance - GOV.UK](#) for more information on hospital discharge

Either Party may terminate the Individual Contract by giving seven days' notice in writing.

Fixed Term Contracts, including respite will terminate on the date specified on the Individual Contract or on the expiry of seven days' notice in writing.

Where a Provider is no longer able to safely meet the needs of the individual, including if someone is admitted to hospital, no notice will apply.

Individuals placed on a short-term contract will stay on that contract until a long term contract has been agreed.

Long Term Contracts (not inclusive of pathway 2 discharges)

Within the initial period 28-day notice period, 7 days' notice is required in writing by either party. For placements over 28 days, either party may terminate the Individual Contract on four weeks' notice in writing.

Where a Provider is no longer able to safely meet the needs of the individual, including if someone is admitted to hospital, no notice will apply.

Hospital Admission / Other Absence

If a Service User receiving the Service should become absent from the Home because of admission to hospital, or for any other reason, the Provider shall inform the Commissioner and Care Coordinator within one working day of the period of absence commencing.

Where the Service User becomes absent from the home, except in the case of Fixed Term Contracts which shall terminate in accordance with the Individual Contract or by giving seven days' notice in writing, the Commissioner shall pay the Price excluding any extras which shall cease immediately, for the first twenty-one consecutive days, thereafter the Price shall be adjusted to 80% of the Price for each and every day until the Service User returns or the Individual Contract is terminated.

Where the period of absence is known or expected to be in excess of six weeks, the Commissioner may terminate the Individual Contract giving seven days' notice in writing.

Where a Provider is no longer able to safely meet the needs of the individual no notice will apply.

Event of Death

The Provider shall notify the Commissioner and Care Coordinator within one working day of the death of any Service User in respect of whom a placement has been made under this agreement, or if any Service User discharges themselves from the Home for any reason.

The Provider shall be responsible for requesting the Service Users next of kin or where appropriate the local District Council, to make the necessary arrangements upon the death of a Service User including funeral arrangements. Recovery of any expenses incurred by the Provider shall be the sole responsibility of the Provider.

In the event of the death of service user a payment will be made for the day of death plus an additional 2 days.

On Transfer or Discharge

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In accordance with the [One Devon's policy on strengthening primary care and secondary care interface](#) (page 15), the discharge supply for longer-term medications should cover a minimum of 14 days.

For patients requiring analgesics post-operatively, a sufficient supply (quantity and strength) should be issued to cover the entire post-op recovery period.

Urgent Situations

Temporary extensions to existing packages or direct awards to a new provider may be permitted for these services in exceptional circumstances, authorised in line with the ICB's Scheme of Reservation and Delegation. This will only apply where there is an immediate risk to continuity, safety, or quality of care, including but not limited to:

- suspension of services by the existing provider;
- short-notice provider hand-back or contract termination;
- provider failure, insolvency, or withdrawal from the market;
- a change in care provision requiring assessment and reconfiguration of services;
- safeguarding concerns requiring an immediate change of provider;
- inability to secure a compliant provider through existing arrangements within the required timescales;
- emergency increases in demand or complexity of need requiring urgent service mobilisation;
- unforeseen operational, workforce, or market pressures that would otherwise result in a gap in care provision; or
- other circumstances where a failure to act would pose a significant risk to service users, continuity of care, statutory duties, or system resilience.

Any such arrangement must be made on an exceptional and time-limited basis only, and only for the period necessary to undertake and complete a compliant procurement process for the longer-term package of care.

Contract Coverage

This contract may be used for the purchase of placements and packages of care for individuals of all ages who are eligible for:

- NHS Continuing Healthcare (CHC);
- Joint-funded care arrangements;
- Section 17 (S17) support arrangements, where applicable; and
- Section 117 (S117) Mental Health Act aftercare services.

The use of this contract for S17 and S117 placements must be agreed with the Provider in advance of placement and be subject to the Provider confirming that they can meet the individual's assessed needs.

All placements and packages of care commissioned under this contract must be supported by an appropriate assessment and authorised in accordance with the ICB's relevant policies, procedures, and delegation arrangements.

Date	Document	Reference
XXXX	Provider Transfer and Discharge from Care Policy	Sch2J_00XXX

K. Safeguarding Policies and Mental Capacity Act Policies

(To be used where a provider does not have policies in place. delete policies as appropriate)

The provider has agreed to produce policies for safeguarding children and adults, where relevant this can be one combined policy, mental capacity and deprivation of liberty safeguards, and Prevent (this can be included in safeguarding policies) within 3 months of contract start date.

CQC guidance regarding Safeguarding Policy regulations can be found here: [Regulation 13: Safeguarding service users from abuse and improper treatment - Care Quality Commission](#)

Should you require support please contact the ICB Safeguarding team. Details can be found on the safeguarding pages <https://onedevon.org.uk/nhs-devon/safeguarding/>

For incidents arising prior to the above policies being in place providers should refer to the local safeguarding partnerships for adults/ children for information about how to respond to any incidents.

<https://www.devonsafeguardingadultspartnership.org.uk/>
<https://www.devonscp.org.uk/>

And

(Delete above if all policies provided)

Policies submitted by the provider for inclusion in the contract documentation will be subject to review by NHS Devon as part of the contract assurance process. (where provider documents are provided list in the box below)

Date	Document	Reference
	Safeguarding Adults Policy and Procedure	Sch2K_001
	Safeguarding Children and Child Protection Policy and Procedure	Sch2K_002
	Mental Capacity (Including Deprivation of Liberty) Policy and Procedure	Sch2K_003
	Prevent Policy	Sch2K_004

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Not Applicable

C. Local Prices

Payment Mechanism

Payments will be based on fortnightly residency periods. And will be paid to the Provider on the Commissioners behalf by Devon County Council payment arrangements for Residential Care.

Funded Nursing Care

Funded Nursing Care fee levels are set by NHS England and are reviewed annually.

- 2026/27 will be paid at **£267.68** per week

Additional info to be added into the FNC section of the contract for avoidance of doubt

The Devon County Council Agreement covers responsibilities of adult social care needs by the local authority. Where Service Users are assessed to be eligible for FNC or CHC, the Service Provider will be required to sign up to this contract to cover the required services; for the avoidance of doubt, FNC and CHC are not within the scope of the Devon County Council Agreement.

Fully funded placements

- Fees will be agreed prior to commencement of placement or at the point the funding stream changes e.g. resident becomes CHC eligible and detailed on the individuals service agreement. Where an individual has a change in need to a level that cannot be met at this level the Provider would be expected to raise this with the case manager for agreement of fees.
- The Commissioner will pay the agreed rate as set out in the service agreement. Any agreed change to the price as a result of a change in the level of need of the Service User, following a reassessment by the Commissioner, shall be recorded and a new individual service agreement issued
- The Provider is only entitled to receive the price for the care of the Service User as agreed within the Individual Contract/Support Plan and will not request or accept any other payment from the Service User or any person or body on behalf of the Service User for care related costs
- Where costs are incurred that relate to non-care related costs such as chiropody, hairdressing etc. It will be the responsibility of the Provider to enter into a separate arrangement with the Service User to cover these costs.
- Where the Provider intends to charge a Service User an additional fee in relation to any non-care related environmental cost of a particular room this must be agreed in advance with the Commissioner. It is the Providers responsibility to make this request to the Commissioner prior to approaching the Service User or their representative for payment.
- It is the responsibility of the Provider to enter into separate private contractual arrangements for any non-care related costs as detailed above, however all care related costs will be covered by this contract from the date the individual service agreement is issued and any pre-existing private arrangement for those resident prior to eligibility will cease immediately.
- A unit of service shall be the provision of the Provider in respect of any person for the period of 24 hours beginning at 12 midnight on any day and ending at 12 midnight on the next following day, or any part of that period. The Commissioner will make payment for the day of admission and the day on which a person is discharged, except in the case of a fixed term contract, where payment will be made on the basis on the number of nights the person spends in the home.

Retainers

Where the Service User becomes absent from the home, except in the case of Fixed Term Contracts which shall terminate in accordance with the Your Care and Support Plan or by giving seven days' notice in writing, the Service Purchaser shall pay the Price excluding any one to one support or any other Extras which shall cease immediately, for the first twenty-one consecutive days, thereafter the Price shall be adjusted to 80% of the Price for each and every day until the Service User returns or the Your Care and Support Plan is terminated.

Hospital Discharge placements - In the event of a readmission to hospital, the placement will be paid up to 2 days' after the admission date and the placement will end.

1:1 Support

- Once a core fee has been agreed any changes are not negotiable without consultation with the ICB. If 1:1 support is required, this needs to be requested in line with ICB urgent funding request process.

SCHEDULE 3 – PAYMENT

D. Expected Annual Contract Values

Not Applicable

SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

KPI Number	KPI Description	Target	Theme	Frequency asked	Date Source for Provider	Data Source for LA
KPI 1	Percentage of care plans reviewed and updated, (recent month)	95%	Quality of Care	Quarterly	Care quality audit reports, review compliance data	Provider return
			<i>Primary Goal is to provide good care that meets the physical, emotional, and social needs of the residents. Part of the contract , part of regulation , reduces risk of adverse events</i>			
KP2	Percentage of care staff having completed or currently undertaking their induction with the first 12 weeks of starting.	100%	Staffing and Workforce	Quarterly	Staff training records, HR systems	Provider return
			<i>Adequate staffing levels and skilled personnel are critical for delivering personalised and timely care. Investing in staff development and well-being leads to higher job satisfaction, reducing turnover and associated recruitment costs. Stable staffing promotes consistency in care, building stronger relationships between staff and residents.</i>			
KPI 3	Percentage of staff up to date with mandatory training	100%	Staffing and Workforce	Quarterly	Training records, staff HR files	Provider Return
			<i>Adequate staffing levels and skilled personnel are critical for delivering personalised and timely care. Investing in staff development and well-being leads to higher job satisfaction, reducing turnover and associated recruitment costs. Stable staffing promotes consistency in care, building stronger relationships between staff and residents.</i>			
KPI 4	Percentage of complaints investigated and resolved to within 28 days	95%	Leadership	Yearly	Complaint management system, internal reporting	Provider return
			<i>Leadership pays a pivotal role in achieving excellence and delivering good care</i>			
KPI 5	Percentage of business continuity plans that have been reviewed, updated, and tested within the last 12 months.	100%	Leadership	Yearly	Provider BCP documentation and test records	Provider return
			<i>Leadership pays a pivotal role in achieving excellence and delivering good care</i>			
KPI 6	Percentage of managers enrolled in or completed a leadership or management training programme at level 5 or above at the end of the quarterly reporting period	100% of managers to be enrolled or completed	Leadership	Quarterly	Training records, staff professional development logs	Provider return
			<i>Leadership pays a pivotal role in achieving excellence and delivering good care</i>			
KPI 7	Completion of Mandatory monthly Reporting on Capacity Tracker	100%	Leadership	Quarterly		CT Data
			<i>Leadership pays a pivotal role in achieving excellence and delivering good care</i>			

The ICB reserves the right to request evidence of and review any of the below quality requirements at any point during the course of the contract. The provider will be required to fully respond to requests within 10 working days. These will be reported from the contract start date to d-icb.aaccreporting@nhs.net

SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

A. Local Quality Requirements

DESCRIPTOR	REQUIREMENT	REPORTING REQUIREMENTS	THRESHOLD	GUIDANCE	CONSEQUENCE OF BREACH
Patient Safety	The Provider is required to: • Work within the standards set out in the NHS Patient Safety Strategy 2019 (updated 2021) and share with the Commissioner their Patient Safety Incident Response Framework Policy and Plan (if applicable) prior to sign off and publication on their organisations internet page • Identify a named Patient Safety Specialist organisational lead, who will participate in system learning and networks and should work with the organisational executive lead • Report all patient safety events onto LFPSE and monitor LFPSE for reports shared by other organisations • Ensure staff receive training at appropriate levels as set out in the quality standards of the patient safety syllabus • Share with the Commissioner their Patient Safety Incident Reporting policy for review and sign off prior to publication and oversight throughout the contract • The provider will have processes in place to ensure appropriate undertaking of the Duty of Candour The provider will have processes in place to report National and Local PSIs	The provider will present Standard metrics to be included in the Quality Report including the number of LFPSE reports, adherence to Duty of Candour when appropriate and PSII reports where summaries are to be shared for learning. The Quality Report will describe themes, trends, and overarching improvement plans. The provider will update on the progress of PSIRF and their PSIRP (if applicable)	Full Compliance (90% for training - stretch target >95%).	https://www.england.nhs.uk/publication/patient-safety-incident-response-framework-and-supporting-guidance/ https://www.england.nhs.uk/patient-safety/the-nhs-patient-safety-strategy/ https://www.england.nhs.uk/patient-safety/patient-safety-improvement-events-policy-and-framework/	Processes detailed under GC9 - Contract Management, from the NHS Standard Contract General Conditions.

	- Implement the role of Patient Safety Partners or have clear mechanisms in place to ensure the views and experiences of service users can be understood to drive quality and safety and to improve patient experience. Demonstrate the organisational approach to the principles and development of a safety culture including a 'Just' culture - Demonstrate 100% compliance declared for National Patient Safety Alerts by their action complete deadlines or demonstrate as 'not applicable' Outstanding alerts should be notified to the ICB that includes a trajectory for completion, an action plan, and confirmation that the responsible Executive is notified.	and review these documents annually.		https://www.england.nhs.uk/patient-safety/patient-safety-insight/patient-safety-alerts/ https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	
CQC rating: Where a Provider CQC rating changes within the lifetime of this contract, the Provider will immediately notify the Commissioner of the change and any associated actions required. Any overall rating of <i>requires improvement</i> will require an action plan and a monitoring protocol based on the contents of the action plan and the CQC report and rating details. The minimum CQC rating for delivery of services under this contract is <i>requires improvement</i>. Any rating of <i>inadequate</i> will usually result in suspension of new individual placements until					

such time as the Providers CQC rating has improved.					
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SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

B. National Quality Requirements with Locally-agreed Thresholds

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
	National Requirements Reported Centrally			
1	As specified in the Schedule of Approved Collections published at: https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
	National Requirements Reported Locally			
1	Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.12</i>)	Quarterly	See Schedule 4	Local Report d-icb.aaccreporting@nhs.net
2	Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour	Quarterly	See Schedule 4	Local Report d-icb.aaccreporting@nhs.net
3	Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly	See Schedule 4	Local Report d-icb.aaccreporting@nhs.net

		Reporting Period	Format of Report	Timing and Method for delivery of Report
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	Quarterly	See Schedule 4	Local Report d-icb.aaccreporting@nhs.net
Local Requirements Reported Locally				
	SAFEGUARDING - Number of staff requiring each level of training in safeguarding children (L1 – L4); number and percentage of staff trained. - Number of staff requiring each level of training in safeguarding adults (L1 – L4); number and percentage of staff trained. - Number and Percentage of staff requiring DoLs training and number and percentage of compliance - Number of staff requiring Basic Prevent Awareness Training (L1 & L2) and Awareness of Prevent (L3); number and percentage trained - For organisations delivering service to children, evidence of a Child Protection Information Sharing implementation plan	Quarterly	Local Report	d-icb.aaccreporting@nhs.net
	OTHER - Number and Percentage of staff requiring Mental Health Act training and number / percentage compliant - Place of Safety training as required	Quarterly	Local Report	d-icb.contracting@nhs.net

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Data Processing Services

Not Applicable

SCHEDULE 7 – PENSIONS

Insert text locally (from 'NHS Standard Contract Fair Deal for Staff Pensions Draft Template Schedule 7 and Accompanying Guidance' <http://www.england.nhs.uk/nhs-standard-contract/>) or state 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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This publication can be made available in a number of alternative formats on request

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