

**2012/13 NHS STANDARD CONTRACT
FOR ACUTE, AMBULANCE, COMMUNITY AND MENTAL HEALTH
AND LEARNING DISABILITY SERVICES
(BILATERAL)**

**SECTION C
SERVICE MATTERS**

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SECTION C PART 1 - CONDITIONS PRECEDENT

1. The Provider's Terms of Authorisation (where the Provider is an NHS Foundation Trust);
2. CQC's registration of the Provider;
3. Any Consents required for the provision of the Services by the Provider;
4. Essential Services Continuity Plan;
5. Business Continuity Plan;
6. Confirmation that all Indemnity Arrangements (acceptable to the Commissioner) required under Clause 50.2 are in place;
7. Confirmation that the Provider has adopted the Safeguarding Policies;
8. Written details of the Provider's Caldicott Guardian and Senior Information Risk Owner;
9. Agreed rectification plan for any performance issues relating to previous contracts;
10. List of any Partnership Agreements to which the Provider is a party which relate to or otherwise affect the provision of any of the Services.

[Others for local agreement]

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**SECTION C PART 2 - DOCUMENTS TO BE DELIVERED BY THE
COMMISSIONER**

1. Local Commissioning Plans;
2. List of any Partnership Agreements to which the Commissioner is a party which relate to or otherwise affect the commissioning of any of the Services.

[Others for local agreement]

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SECTION C PART 3 - TRANSITION ARRANGEMENTS

[For local agreement]

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SECTION C PART 4 - DOCUMENTS RELIED ON

[For local agreement and insertion]

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SECTION C PART 5 - PROVIDER'S MATERIAL SUB-CONTRACTORS

Section C Part 5.1: Material Sub-contracts

[For local agreement and insertion]

Section C Part 5.2: Material Sub-contractors

[For local agreement and insertion]

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SECTION C PART 6 - TRANSFER AND DISCHARGE FROM CARE OBLIGATIONS

Section C Part 6A: Transfer of and Discharge from Care Obligations for Acute Services

1. For acute services the Provider shall, pursuant to Clause 17.1 of the Core Legal Clauses (Transfer of and Discharge from Care Obligations);
 - 1.1 comply with the Transfer of and Discharge from Care Obligations set out in this Section C Part 6A; and
 - 1.2 the Transfer of and Discharge from Care Protocols set out in Section C Part 7.1 together with, where appropriate, the Guidance known as "Who Pays? Establishing the Responsible Commissioner".
2. If Transfer of Care involves the transfer of part of the Service User's Package of Care then the Provider shall comply with (and to the extent that the Commissioner is able, it shall procure that the other relevant providers of care within the Pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.
3. The Provider shall at the time of the Service User's discharge from the Provider's Premises give to the Service User in an appropriate format:
 - 3.1 a Discharge Letter; and
 - 3.2 if appropriate, a Form Med 3 (Statement of Fitness for Work or Fit Note).
4. The Provider shall issue the Service User's Discharge Summary to the Service User's GP:
 - 4.1 within 24 hours of the Service User's discharge from the Provider's Premises by the Delivery Method, where the Service User is discharged by the Provider; and
 - 4.2 at the same time as it issues the Service User's Discharge Summary to the Service User's GP in accordance with paragraph 4.1 the Provider shall send a copy of such Discharge Summary to the Service User.
5. The Provider shall not discharge a Service User where discharge would not be in accordance with Good Clinical Practice and Good Health and/or Social Care Practice, and shall use its best efforts to avoid circumstances and discharges likely to lead to emergency readmissions.
6. The Provider shall send to the Service User a copy of each item of correspondence relating to the Provider's provision of care to the Service User that the Provider sends to the Service User's GP and/or Referrer, and the Provider shall send such copy correspondence to the Service User at the same time as the Provider sends the original item of correspondence to the Service User's GP and/or Referrer.

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**Section C Part 6B: Transfer of and Discharge from Care Obligations for Mental Health
and Learning Disability Services**

1. For mental health and learning disability services the Provider shall, pursuant to Clause 17.1 of the Core Legal Clauses (Transfer of and Discharge from Care Obligations) comply with the Transfer of and Discharge from Care Obligations set out in this Section C Part 6B.
2. The Provider may discharge a Service User by directing either:
 - 2.1 a Discharge from In-Patient Treatment; or
 - 2.2 a conditional discharge (in respect of a Restricted Patient); or
 - 2.3 a Discharge from Detention; or
 - 2.4 a Transfer of Care,

(each as defined in Schedule 1 (Definitions and Interpretation) and collectively defined as "**Discharge**"); or
 - 2.5 a Discharge from Care.
3. When Discharging a Service User the Provider shall comply with;
 - 3.1 the relevant provisions of the Transfer of and Discharge from Care Protocols set out at Section C Part 7.1;
 - 3.2 (where appropriate) the Guidance known as "Who Pays? Establishing the Responsible Commissioner";
 - 3.3 the 1983 Act Code (including, without limitation, following all procedures specified by or established as a result of the 1983 Act Code); and
 - 3.4 the 1983 Act.
4. The Provider shall not make a Discharge where it would not be in accordance with Good Clinical Practice or Good Health and/or Social Care Practice and the Service User's human rights, and shall use best efforts to avoid circumstances and any Discharge likely to lead to an emergency re-admission.
5. The Parties acknowledge that the First-tier Tribunal has absolute discretion to:
 - 5.1 review any case of a Service User detained under the 1983 Act pursuant to an application by the Service User or the Service User's Nearest Relative; and
 - 5.2 direct the Provider to Discharge a Service User,

in accordance with the 1983 Act ("**Discharge Direction**").
6. The Parties acknowledge that a Discharge Direction will override any conflicting direction from a Responsible Clinician to continue with the detention of a Service User and the Provider is required to abide at all times with a Discharge Direction.
7. In Discharging a Restricted Patient, the Provider must act in accordance with the procedure set out in the 1983 Act.

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8. In the case of a Discharge from In-Patient Treatment prior to discharging a Service User the Provider shall prepare and implement a Discharge from In-Patient Treatment Plan in accordance with paragraph 9 and where appropriate in accordance with the CPA.
9. Before a Service User is Discharged from In-Patient Treatment by the Provider back to the GP or other service provider, the Provider shall liaise, as appropriate, with any other service provider within the Pathway and shall then prepare (in compliance with the CPA, where appropriate) a suitably detailed and comprehensive Discharge from In-Patient Treatment plan relating to the Service User's Discharge from In-Patient Treatment in order to ensure that a consistently high standard of care for the Service User is at all times maintained (the "**Discharge from In-Patient Treatment Plan**").
10. In the case of a Discharge from In-Patient Treatment back to the whole or partial care of the GP or other health or social care provider, the Provider shall give to the Service User at the time of such discharge:
 - 10.1 a Discharge Letter; and
 - 10.2 if appropriate, a Form Med 3 (Statement of Fitness for Work or Fit Note).
11. In the case of a Discharge from In-Patient Treatment the Provider shall issue the Service User's Discharge Summary and a copy of the Service User's Discharge Letter to the Service User's GP and to any other provider of health or social care services as required as part of the Service User's ongoing care following the Service User's Discharge from In-Patient Treatment within the following timescales:
 - 11.1 in the case of the Discharge Summary within 24 hours of the Service User's Discharge from In-Patient Treatment; and
 - 11.2 in the case of the Discharge Letter, within the timescales specified in the relevant Transfer of and Discharge from Care Protocol.
12. Before a Service User is Discharged from Care by the Provider at the end of a Care Spell back to the GP or other service provider the Provider shall liaise, as appropriate, with any other providers of care within the Pathway and shall then prepare (in compliance with the CPA, where appropriate) a suitably detailed and comprehensive Discharge from Care plan relating to the Service User's Discharge from Care in order to ensure that a consistently high standard of care for the Service User is at all times maintained (the "**Discharge from Care Plan**").
13. At the completion of a Care Spell the Provider shall adhere to all documentation and communication specified for a Discharge from Care in the relevant Transfer of and Discharge from Care Protocol.
14. In the case of a Transfer of Care, the Provider shall comply with the relevant provisions of the Transfer of and Discharge from Care Protocols set out at Section C Part 7.1 together with, where appropriate, the Guidance known as "Who Pays? Establishing the Responsible Commissioner".
15. If a Transfer of Care involves the transfer of part of the Service User's Package of Care then the Provider shall comply with (and, to the extent that the Commissioner is able, it shall procure that the other relevant providers of care within the Pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.
16. The Provider shall send to the Service User (and if appropriate the Legal Guardian of the Service User) a copy of each item of correspondence in an appropriate format relating to the Provider's provision of care to the Service User that the Provider sends to the Service User's GP and/or Referrer, and the Provider shall send such copy

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correspondence to the Service User (and if appropriate the Legal Guardian of the Service User) at the same time as the Provider sends the original item of correspondence to the Service User's GP and/or Referrer.

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Section C Part 6C: Transfer of and Discharge from Care Obligations for Community Services

1. For community services the Provider shall, pursuant to Clause 17.1 of the Core Legal Clauses (Transfer of and Discharge from Care Obligations);
 - 1.1 comply with the Transfer of and Discharge from Care Obligations set out in this Section C Part 6C; and
 - 1.2 the Transfer of and Discharge from Care Protocols set out in Section C Part 7.1.
2. Where required by the relevant Transfer of and Discharge from Care Protocol, the Provider shall at the time of the Service User's discharge from the Provider's care issue to the Service User a Discharge Letter.
3. The Provider shall issue the Service User's Discharge Letter to the Service User's Referrer within 24 hours of the Service User's discharge from the Provider's care, and the Provider shall at the same time as it issues the Service User's Discharge Letter to the Service User's Referrer in accordance with this paragraph 3 issue a copy of such Discharge Letter to the Service User.
4. The Provider shall not discharge a Service User where discharge would not be in accordance with Good Clinical Practice or Good Health and Social Care Practice, and shall use best efforts to avoid circumstances and discharges likely to lead to emergency re-admissions or recommencement of care.
5. Prior to the discharge of a Service User to the care of a third party provider, the Provider shall liaise with such third party provider, and with the Service User and any Carer, to prepare an appropriately detailed and comprehensive transfer plan relating to the transfer of the Service User's care to ensure that a consistently high standard of care for the Service User is at all times maintained (the "**Care Transfer Plan**").
6. The Provider shall not discharge a Service User to the care of a third party provider until the Care Transfer Plan relating to such Service User has been prepared, agreed with the third party provider, and with the Service User and any Carer, and is ready for implementation by the Provider and the third party provider.
7. The Provider shall implement the Care Transfer Plan prepared and agreed in accordance with paragraphs 5 and 6 when discharging a Service User to the care of a third party provider, unless in exceptional circumstances to do so would not be in accordance with Good Clinical Practice or Good Health and Social Care Practice, or would otherwise not be in the best interests of the Service User.
8. If Transfer of Care involves the transfer of part of the Service User's Package of Care then the Provider shall comply with (and to the extent that the Commissioner is able, it shall procure that the other relevant providers of care within the Pathway comply with) any relevant Shared Care Protocols and Inter-agency Agreements.
9. The Provider shall send to the Service User a copy of each item or correspondence relating to the Provider's provision of care to the Service User that the Provider sends to the Service User's GP and/or Referrer, and the Provider shall send such copy correspondence to the Service User at the same time as the Provider sends the original item of correspondence to the Service User's GP and/or Referrer.

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Section C Part 6D: Transfer of and Discharge from Care Obligations for Ambulance Services

1. For ambulance services, the Provider shall pursuant to Clause 17.1 of the Core Legal Clauses (Transfer of and Discharge from Care Obligations);
 - 1.1 comply with the Transfer of and Discharge from Care Obligations set out in this Section C Part 6D; and
 - 1.2 comply with the Transfer of and Discharge from Care Protocols set out in Section C Part 7.1.
2. The Provider shall at the time of transfer of a Service User from the Provider's care to the care of the Destination Facility or the discharge of a Service User from the Provider's care issue to:
 - 2.1 the Service User, in an appropriate format, those documents (if any) required to be provided to the Service User; and
 - 2.2 the Destination Facility, those documents (including, without limitation, the relevant Service User Health Record) required to be provided to the Destination Facility.
3. The Provider shall not complete the transfer or discharge of a Service User from the Provider's care where such transfer or discharge would not be in accordance with Good Health and/or Social Care Practice.

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SECTION C PART 7 - POLICIES

Section C Part 7.1: Transfer of and Discharge from Care Protocols

[For local insertion]

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Section C Part 7.2: Safeguarding Policies

[Append policy/ies]

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Section C Part 7.3: Incidents Requiring Reporting Procedure

[Mandatory, but for local agreement not to conflict with information in Service Specification]

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Section C Part 7.4: Emergency and Crisis Care Procedure

[Append locally agreed policy and procedures]

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Section C Part 7.5: Major Incidents for Acute Services Provider

1. If the impact of a Major Incident is that the demand for Non-elective Care increases, so that the Provider's ability to provide Elective Care is reduced and the Provider can satisfy the Commissioner that its ability to provide Elective Care is reduced, Elective Care shall be suspended for so long as the Provider's ability is so reduced. The Provider shall give the Commissioner written confirmation of this every 2 calendar days whilst its ability to provide Elective Care is reduced.
2. The Provider shall use its reasonable efforts to minimise the extent of the Major Incident and continue the provision of Elective Care, as well as Non-elective Care. If a Service User is already receiving treatment when the Major Incident occurs, or is admitted after the date it occurs, the Provider shall not:
 - 2.1 discharge the Service User, unless clinically appropriate to do so in accordance with Good Clinical Practice and Good Health and/or Social Care Practice; or
 - 2.2 transfer the Service User, unless it is clinically appropriate to do so in accordance with Good Clinical Practice and Good Health and/or Social Care Practice.
3. During any suspension of Elective Care provision in accordance with paragraph 1, and where requested by the Provider, the Commissioner shall use its reasonable efforts to avoid any new referrals for Elective Care and the Provider may if necessary change its waiting lists for Elective Care.
4. If there are transfers, postponements and cancellations despite the Provider complying fully with this Plan, the Provider shall give the Commissioner notice of:
 - 4.1 the identity of each Service User who has been transferred and the alternative provider;
 - 4.2 the identity of each Service User who has not been, but is likely to be transferred, the probable date of transfer and the identity of the intended alternative provider;
 - 4.3 cancellations and postponements of admission dates;
 - 4.4 cancellations and postponements of out-patient appointments; and
 - 4.5 other changes in the Provider's list.
5. To avoid doubt, during, or as a result of any such suspension of Elective Care provision:
 - 5.1 Clause 55 (Suspension) shall not apply to any suspension of Elective Care under this Section C Part 7.5;
 - 5.2 the Provider shall be entitled to payment for the Elective Care it continues to provide; and
 - 5.3 subject to paragraph 6 below, the Provider shall continue to provide, and shall be entitled to payment for, provision of Non-elective Care begun (and any interrelated Elective Care) after the date of the Provider's first confirmation of suspension under paragraph 1 above, whether resulting from the Major Incident or otherwise.

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6. The provision of Non-elective Care under paragraph 5.3 above shall be subject to the Provider's discretion to transfer or divert a Service User if the Provider considers that to be in the best interests of all the Service Users to whom the Provider is providing Non-elective Care whether or not as a result of the Major Incident, (using that discretion in accordance with and Good Clinical Practice and Good Health and/or Social Care Practice).

7. Immediately after the Provider gives written notice to the Commissioner that the effects of the Major Incident have ceased, the Provider shall fully restore the availability of Elective Care.

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SECTION C PART 8 - INTELLECTUAL PROPERTY

Section C Part 8.1: Commissioner IPR

[For local agreement and insertion]

Section C Part 8.2: Provider IPR

[For local agreement and insertion]

