

## **St Andrew's Inpatient Terms**

### **For Acute, Psychiatric Intensive Care (PICU), Rapid Response and Inpatient (Adult and CAMHS) care**

**Effective from 1 April 2021**

#### 1 DEFINITIONS

For the sake of clarity throughout these terms and conditions the term “Purchaser” refers to the person, or organisation that is responsible for the commissioning and payment of fees in respect of the patient and the term “Provider” or “St Andrew’s” refer to St Andrew’s Healthcare. This Agreement is therefore equally applicable in respect of patients whose care is funded by the statutory sector, court award, trust fund, self or other means.

These Terms and Conditions should be read in conjunction with the Named Patient Agreement Schedule and together form the Named Patient Agreement for the Patient named in the Named Patient Agreement Schedule.

#### 2 TERMS OF THE AGREEMENT

##### 2.1 Commencement

The Agreement between the Provider and the Purchaser (“the Agreement”) shall commence from the date of admission of a patient and shall continue for such time thereafter whilst the patient remains within the Provider’s care unless terminated earlier under Clause 14. The Agreement will be subject to these terms and conditions as amended from time to time by the Provider as set out below.

The Provider will review these terms and conditions annually and may amend them as it considers necessary. Revised terms and conditions will be sent in writing to the Purchaser but (subject to clause 2.2) will not become effective until they have been accepted by the Purchaser.

These terms and conditions and the Named Patient Schedule shall prevail over any other such terms and conditions, and shall supersede any previous agreement, terms and conditions or understanding between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

The Agreement shall be terminated automatically upon the patient being discharged from St Andrew’s in which case paragraph 14.3 will apply.

##### 2.2 Variation of Conditions

During the period of the Agreement either party may propose a variation in the nature of the service provided, the workload or the manner of its provision. No such variation will be effective unless it is accepted by both Provider and the Purchaser.

The Provider will review the St Andrew's Fee Charges annually and may vary the Fee Charges at its discretion. Any such variation will be notified to the Purchaser and will become effective from 1st April each year. Notwithstanding this annual review the Provider reserves the right to vary the St Andrew's Fee Charges at any other time whilst the patient remains within the Provider's care on giving reasonable written notice of such variation to the Purchaser and provided that such revised Fee Charges are accepted by the Purchaser.

### 3 FEES

#### 3.1 Daily Fees

The Daily Fees payable by the Purchaser under this Agreement shall be calculated in accordance with the current St Andrew's Fees Charges in force from time to time, subject to any requirement for additional funding regarding the provision of services to any patient where that service is excluded from the daily rate quoted in the St Andrew's Fee Charges. See paragraphs 3.3 and 3.4.

#### 3.2 Standard Daily Fees

The standard daily fee includes accommodation, basic nursing care, St Andrew's medical and therapeutic input, basic psychiatric medication, treatment programmes and all meals.

#### 3.3 Exclusions from Standard Fees

Additional Fees may be levied for any other services provided and/or costs incurred including but not limited to:

3.3.1 medical input provided elsewhere, and any drugs associated with this treatment, see 3.3.2 below;

3.3.2 non-psychiatric drugs and other health or care interventions, that are required in connection with a patient's general medical or primary care needs;

3.3.3 Significant capital adaptations required to a patient's room following a change to their medical needs. This charge will be notified in advance and will normally be amortised over a 24 month period.

3.3.4 Costs associated with home visits, for example where an overnight stay is required for the patient and/or escorting staff and any flight costs and other travel expenses.

3.3.5 Where a Staff Escort is required for appearance in Court, this will be chargeable to the purchaser and usually notified in advance of the court appearance.

3.3.6 High cost equipment associated with patient mobility (usually a specially adapted wheelchair), the Provider will contribute up to £2,000 plus VAT for any single item, limited to one item in any given financial year. The balance will be the responsibility of the purchaser, and the charge will be notified in advance. This equipment will remain under the ownership of St Andrew's and may at their discretion be gifted to the patient on discharge

3.3.7 Provision of education to young people within residential healthcare settings remains a statutory obligation, and the Daily Fees charged for Adolescents / young people within St Andrew's range of Adolescent Services, do not include the costs of Education provision.

For young people aged 16 or over, (up to year 13) this is currently funded by the Department for Education.

For those under the age of 16 additional charges will apply and will be charged to the relevant education department of the patient's home Local Authority or appropriate funding body. This should be agreed by the Purchaser with the relevant Local Authority in advance of the Patient being admitted, if a query should arise regarding such provision the Provider may come back to the Purchaser to assist with any support required to ensure that this obligation is fulfilled should the need arise.

If agreement to fund the educational component cannot be reached with the Local Authority, the Purchaser acknowledges that it will pay the Provider for the cost of providing education.

### 3.4 Additional Charges

Additional Charges will be made where appropriate in accordance with the St Andrew's Fee Charges, published annually and in accordance with paragraph 3.3 above. Incidental expenses incurred by the patient shall be included in the daily rate. Exceptional expenses incurred by the patient shall be charged over and above the daily rate. Where additional charges apply, they will be notified to the Purchaser in advance.

It will be for the Head of Strategic Partnerships and Community Development for St Andrew's Healthcare to confirm at what time an exceptional expense occurs. This decision will be advised in the event to the Purchaser.

Prior authorisation will be sought in writing before such expenditures are incurred with the exception of Additional Observations (see paragraph 3.5 below) and those excluded from the standard Daily Fees (see 3.3 above).

Where Requests by the Provider are for authorisation, and not notification reasonable endeavours will be tried to achieve prior authorisation, however such charges and expenses will be deemed to have been duly given by the Purchaser unless a written response is received by the Provider to the contrary within 72 working hours\* of the request being made.

\* 120 hours if the 72 hours spans a weekend

### 3.5 Additional Observations/Enhanced Support

3.5.1 Where Additional Observation is required, and is to be charged to the Purchaser as an additional charge it will be notified to the relevant commissioner in writing, supported by a clinical justification, reasonable endeavours will be made to inform the commissioner within 24 working hours\*\* of the increased observations being put into place.

Additional Charges will then be invoiced accordingly.

\*\* 72 hours if implemented over a weekend

3.5.2 Where patients are admitted to an NHS hospital (Hospital Leave) and it is a requirement of that hospital that the Provider provides a Staff Escort / Observation for the duration of that inpatient episode the Purchaser will be notified within 24 working hours\*\* of this requirement and Additional Charges invoiced accordingly.

\*\* 72 hours if implemented over a weekend

3.5.3 Where a Staff Escort is required for appearance in Court, this will also be chargeable to the purchaser and notified in advance of the court appearance.

### 3.6 Fixed Term Assessment Packages

Where funding approval is sought for a fixed term assessment package, this will be requested for a specific and time limited period only. The referring team must undertake to take the patient back into their care at the end of the assessment period if an inpatient episode is deemed unsuitable. The Named Patient Agreement Schedule for fixed term assessment packages will reflect the period of the assessment and will remain in force until the assessment period has lapsed and the patient is either discharged or further agreement is reached with the Purchaser for future care and treatment options in the guise of a standard Named Patient Agreement.

### 3.7 Rapid Response Admissions (Neuropsychiatry Service)

Where a patient is admitted in agreement with the purchaser as a 'Rapid Response' then the following additional conditions apply

Transport and escort on discharge for patients who have been admitted for more than 7 days is included in the daily bed rate. The Purchaser will be required to pay transport and escort costs for admissions 7 days or less

Patients who have been admitted for less than 3 months the purchaser is required to provide a minimum of notice of 72 hours' notice for discharge

Patients who have been admitted for more than 3 months, purchasers to provide a minimum notice of 28 days' notice for discharge (see 14.2)

### 3.8 Acute and Psychiatric Intensive Care Units (PICU)

Where a patient is admitted to the Providers Acute and PICU then the following additional condition applies:

The Purchaser will be required to arrange their own transport or pay transport and escort costs for admissions and discharges.

#### 4 METHOD AND PAYMENT

The Fees payable by the Purchaser to the Provider will be paid in monthly instalments, (unless otherwise negotiated). Invoices will be generated monthly in advance by the Provider, for which payment is due within 14 days of the invoice date (the “due date”), unless agreed otherwise by both parties in writing. If payment is not made by the due date the Provider reserves the right to charge the Purchaser interest on the amount overdue at a rate of 2% above the base rate of the National Westminster Bank plc in force at that time per annum from the due date of the relevant invoice(s) to the date on which payment in full is made by the Purchaser.

#### 5 INFORMATION AND MONITORING REQUIREMENTS

The Provider undertakes to provide the Purchaser with Occupied Bed Day information, and an agreed Minimum Data Set information on a quarterly basis, if requested. The Provider will use all reasonable endeavours to ensure that the information, records and documentation necessary to monitor the performance of the agreement effectively are accurately maintained at all times and regularly validated.

The Provider will use all reasonable endeavours to ensure the provision of information to the Purchaser necessary to fulfil any statutory obligations, where requested. The Provider will grant the Purchaser's nominated officer(s) access to relevant information necessary for monitoring the agreement upon receipt of 10 working days written notice of that request for access to the relevant information. Requests for information should be made in writing to the Head of Contracts, St Andrew's Healthcare.

It is the responsibility of both parties to bring to the attention of the nominated officer of the other party any difficulties, which can be foreseen in meeting the requirements of this Agreement in terms of finance activity or quality. Following such notification, the two parties will meet to agree what action is required.

#### 6 CLINICAL REVIEWS

The Provider will afford the Purchaser and/or Referrer of each inpatient the opportunity of attending a Clinical Review for each inpatient at regular intervals, normally not more than six months, allowing the Purchaser and/or Referrer to monitor progress and to facilitate discharge as and when this becomes appropriate. Ad-hoc reviews of this Agreement may be made outside the formal review mechanism at the request of either party.

#### 7 CLINICAL LIAISON

It is the responsibility of the Purchaser to ensure that the Provider's clinical team is provided with information relevant to care programme approach planning, and the names of clinicians who will maintain contact and be responsible for the patient at the point of discharge. The Purchaser will use its best endeavours to ensure that clinical contact with the patient is maintained throughout his or

her stay with the Provider and that suitably qualified staff will attend care planning and Section 117 MHA meetings.

#### 8 CARE PLAN

The Provider will produce a Care or Recovery Plan for the patient setting out the details of the care planned for that patient. Such (Care) Plan may be amended by the provider at any time. The Provider will provide the services in accordance with this Care Plan.

#### 9 COMPLAINTS PROCEDURE

The Provider will maintain and operate a complaints procedure in accordance with standards required by the Care Quality Commission (CQC). Summaries of complaints received from inpatients funded by the Purchaser and the action taken will be routinely provided to the Healthcare Commission and to the Purchaser.

#### 10 CONFIDENTIALITY AND DATA PROTECTION

10.1 In respect of any Confidential Information that it may receive from the other party (“the Discloser”) and subject always to the remainder of this Clause 10, each party (“the Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser’s prior written consent provided that:

10.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

10.1.2 the provisions of this Clause 10 shall not apply to any Confidential Information which:-

(a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;

(b) is obtained by a third party who is lawfully authorised to disclose such information; or

(c) is authorised for release by the prior written consent of the Discloser;

10.2 Nothing in this Clause 10 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process or in connection with any action, suit, proceedings or claim or otherwise by applicable law or to its legal advisors for the purpose of obtaining legal advice.

10.3 The Charity is not a public body and is not therefore subject to the Freedom of Information Act (“FOIA”). However, the Charity acknowledges that the Purchaser may be subject to the FOIA and will therefore give all reasonable assistance to the Purchaser in responding to any FOIA request.

10.4 This Clause 10 shall remain in force without limit in time in respect of information which comprises Personal Data or which relates to a service user, his or her treatment and/or medical records.

Save as aforesaid and unless otherwise expressly set out in this agreement, this Clause 10 shall remain in force for a period of 3 years after the termination or expiry of this Agreement in respect of all Confidential Information.

10.5 Confidential Information shall mean any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party states in writing to the Receiving Party is to be regarded as confidential or which the Disclosing party, (acting reasonably) has marked "Confidential" (including without limitation, financial information, or marketing or development or workforce plans or information relating to services or products but shall not include Personal Data as defined in the Data Protection Act ).

10.6 The parties shall comply with the Data Protection Act and any other applicable data protection legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

## 11 RESEARCH

From time to time the Provider will sponsor patient- related research activity or allow access to externally sponsored researchers. The purpose of such research may be to enhance clinical practice, test the effectiveness of the Provider's services, or may primarily be educational. All research is subject to the provisions of the Research Governance Framework for Health & Social Care, including scientific and independent ethical review. Research involving patients and/or the use of their data usually requires their informed consent. Where appropriate, informed consent will be sought and, where obtained, a record kept in the patient's CPA documentation as information to his/her CPA representatives.

## 12 PATIENT LEAVE

Patient Leave, for a period of leave not exceeding 5 days the provider will be entitled to charge the full daily bed rate and associated charges, thereafter discounts from charges, will be agreed in advance with the purchaser up to a maximum of 15% of the daily bed rate. In the event of multiple periods each of which do not exceed the 5 days the full daily rate will be charged.

## 13 DISCHARGE OBLIGATIONS AND ARBITRATION

The Provider is obliged, under the Department of Health Code of Practice, to ensure that the interests of patients have been considered when the patient is to be discharged from the Provider's units and placed with another provider, NHS or independent sector.

Should the clinical team feel that this has not been the case, they will bring this to the attention of the clinical team at the referring agency and to the attention of the Purchaser. Where it is felt by the Provider's clinical team that the motivation for transferring the patient to the alternate provider is financially and not clinically driven, and the patient is unhappy with the transfer, then the matter will be referred to the Provider's Chief Medical Officer who will liaise with the senior clinician (medical/clinical director) within the referring agency. Should these parties be unable to agree upon a solution, the opinion of a third party clinician will be sought; the recommendation of the third

party clinician will be binding upon all parties, ie, the Provider, the referring agency and the Purchaser.

The third party clinician will be agreed by the parties, or, in the absence of agreement shall be appointed by the General Medical Council.

#### 14 TERMINATION

14.1 The Provider will be entitled to immediately terminate the Agreement at any time on giving notice to the Purchaser if:-

14.1.1 the Purchaser fails to pay any monies due under the Agreement or commits any other breach of the Agreement and in either case fails to rectify the failure or breach within 7 days of receiving notice of the failure or breach from the Provider; or

14.1.2 the Provider in its reasonable opinion concludes that the care which it is able to provide is no longer adequate or suitable for the patient or the patient has become a security risk for the other patients or staff within St Andrew's Healthcare.

14.2 The Purchaser will be entitled to terminate the Agreement at any time on giving 28 days' written notice to the Provider in the event that the patient is discharged in advance of the 28 day period then the Purchaser will be responsible for paying the Provider's Daily Fees for the full 28 day period.

14.3 Upon termination of this Agreement for any reason the Purchaser will immediately pay to the Provider all Fees and other sums due under these terms and conditions up to the date of termination.

Subject to clause 13 the patient will be immediately discharged from St Andrew's Healthcare and neither party will have any further obligations to the other under these terms and conditions except that clauses 10 and 19 will continue to apply following termination.

#### 15 ASSIGNMENT AND SUB-CONTRACTING

15.1 Neither the Provider nor the Purchaser shall assign the whole or any part of its obligations under these terms and conditions without the previous consent in writing of the other party, such consent not to be unreasonably withheld.

15.2 The assignment by either the Provider or the Purchaser of any of its obligations under these terms and conditions will not relieve that party of its liability to the other party for the continued performance of those obligations unless and until the assignee enters into a direct contractual commitment with the other party (in a form acceptable to that other party) agreeing to comply with all obligations of the assignor under these terms and conditions.

15.3 The Provider will be entitled to sub-contract to a clinical service operated under a joint venture agreement by itself and a partner organisation any part of its obligations under this Agreement without the prior consent of the Purchaser.



#### 16 FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of the terms of this Agreement if this should result from circumstances that are beyond the reasonable control of the parties.

This will include but not be limited to Act of God, explosion, civil commotion, Governmental Act or Direction or national industrial dispute. In these circumstances the Provider reserves the right to make alternative arrangements and to vary the agreement accordingly.

#### 17 LAW

This Agreement shall be governed by and construed in accordance with English law and any dispute between the parties concerning this Agreement shall be referred to the English courts.

#### 18 THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Named Patient Agreement.

#### 19 LIMITATION OF LIABILITY

Nothing in these terms and conditions excludes or limits the liability of the Provider for death or personal injury caused by the Provider's negligence or fraudulent misrepresentation. Subject to the above, the Provider's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total aggregate amount of £5 million. The Provider shall not be liable under any circumstances for any consequential or indirect loss (including without limitation loss of profits, loss of contracts or loss of goodwill) incurred by the Purchaser whether arising by the Provider's negligence or otherwise.

#### 20 WAIVER

If any of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms and conditions and the remainder of the terms and conditions of this Agreement in question shall not be affected.

#### 21 ONGOING TREATMENT FOLLOWING DISCHARGE/AFTERCARE

Where a patient is discharged from St Andrew's Healthcare into the catchment of a Clinical Commissioning Group other than the placing, CCG which has funded the inpatient episode at St Andrew's, ongoing financial responsibility, for related care for that patient will be determined by reference to the August 2013 (Updated April 2016) "Who Pays? Determining the Responsibility for payment to providers" published by NHS England.

#### THE NHS STANDARD CONTRACT

St Andrew's Healthcare terms and conditions acknowledge that the Department of Health has advised all procurers of mental health and learning disability services that utilisation of the NHS Standard Contract for Mental Health & Learning Disabilities or subsequent versions thereof was made mandatory with effect from 1st April 2010 and they have confirmed that it is their expectation that all providers move to the standard contract.

St Andrew's Healthcare appreciates that some procurers may find the full utilisation of the contract to be onerous for a variety of reasons e.g. the resources and time required to implement the NHS Standard Contract and the increased reporting and monitoring requirements that this involves.

To simplify the level of reporting and monitoring for commissioners St Andrew's Healthcare is able to confirm that the charity is compliant with the reporting requirements of the NHS Standard Contract and upon request, is able to provide evidence to support compliance, thereby reducing the administration burden to a minimum. Supporting references from St Andrew's Healthcare customers fully utilising the National Contract can also be requested if required to confirm compliance with the National Contract and associated CQUIN schemes.

In the absence of any express agreed words to the contrary, the St Andrew's Healthcare standard form "agreed CQUIN scheme" provisions set out in the NHS Standard Contract with our host Secure Commissioning Team shall apply.

Our prices and rates are quoted gross and do include CQUIN incentive payments.