Dear Colleague,

**Re: Use of Referral Proforma Documents**

While I fully support the aim of ensuring high-quality referrals and facilitating smooth transitions between primary and secondary care, I would like to highlight that I am under no contractual obligation to exclusively use any historically (possibly unilaterally) agreed referral proforma document. This is supported by various provisions within the NHS Standard Contract.

### 1. NHS Standard Contract Clauses Supporting our Position:

* **Service Condition 6.2**:
"The Provider must accept Referrals made to any Service by a Referrer in an agreed format and/or via any agreed or mandated systems, in accordance with any Referral processes and clinical thresholds set out in the relevant Service Specifications."
* **Service Condition 6.3**:
"The Provider must comply with any Local Access Policy. However, where no such policy is agreed, the Referrer is not restricted in the format of Referrals, as long as the Referral includes all required clinical information necessary for the Provider to process the Referral."
* **Service Condition 6.8** (subject to SC 6.3 and SC 7):
"The Provider must not reject Referrals or Directions from Referrers to any Service on inappropriate grounds, including but not limited to the Referral not being made in the Provider’s format or proforma, provided that all relevant clinical information is included."
* **Service Condition 8.1.2**:
"The Provider must work in partnership with Referrers to agree local access policies, referral pathways, and to ensure that Referrals are made appropriately in the best interest of the patient."

### 2. Additional Relevant Clauses:

* **Service Condition 6.5**:
"The Provider must ensure that any Referral processes are clear, transparent, and do not place an unnecessary burden on Referrers."
* **Service Condition 12.1**:
"The Provider must cooperate with other health and social care providers and referring clinicians to ensure that services are delivered in a coordinated way which achieves continuity of care and is in the best interests of patients."

These clauses demonstrate that while providers may issue referral guidance, they cannot impose formats unilaterally, nor can referrals be rejected based on format alone, provided that relevant clinical information is included. Additionally, referral processes must be agreed upon in partnership and should not place undue administrative burdens on the referrer.

Therefore, while I will continue to ensure that my referrals contain all necessary clinical details, I am under no obligation to use your referral proforma unless a mutually agreed policy is in place.

I trust that your organisation will respect the terms of the NHS Standard Contract and I look forward to continuing our collaborative efforts to provide the best care for our patients.

Yours sincerely,