

**HEALTH SERVICE EXECUTIVE**

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| **HSE** **Health Region/** **Integrated Healthcare Area****Or** **National Office** |   |

**and**

**[INSERT NAME OF THE PROVIDER]**

**Care Group: PRIMARY CARE – CHILDREN WITH COMPLEX HEALTHCARE NEEDS**

**For-Profit Service Arrangement**

**Part II**

**Healthcare Provider Specific Requirements 2025**

*To be populated, executed and returned to the Executive by Primary Care – Children with Complex Healthcare Needs Providers as part of For-Profit Service Arrangement*

CONTENTS

[SECTION 1 – CONTACT DETAILS 4](#_Toc192078362)

[Part A - Executive Particulars 4](#_Toc192078363)

[(I) Executive Particulars 4](#_Toc192078364)

[(II) Executive Contacts 4](#_Toc192078365)

[Part B - Provider Particulars 5](#_Toc192078366)

[(I) Provider Particulars 5](#_Toc192078367)

[(II) Provider Contacts 5](#_Toc192078368)

[SECTION 2 – FUNDING particulars 7](#_Toc192078369)

[A. Funding Details 7](#_Toc192078370)

[B. Payment of Funding 7](#_Toc192078371)

[C. Schedule Of Payments To Provider 8](#_Toc192078372)

[D. Charging of Service Users 8](#_Toc192078373)

[SECTION 3 – Service Delivery Specification 9](#_Toc192078374)

[A. Service Overview 9](#_Toc192078375)

[B. Details of the Services 12](#_Toc192078376)

[C. Key Personnel 14](#_Toc192078377)

[D. Service Outcomes 14](#_Toc192078378)

[E. Service User Engagement 15](#_Toc192078379)

[F. Third Party Contracts 15](#_Toc192078380)

[G. Additional Services 15](#_Toc192078381)

[section 4 – Further Information and governance Requirements 16](#_Toc192078382)

[A. General 16](#_Toc192078383)

[B. Performance Indicators 16](#_Toc192078384)

[C. Quality 17](#_Toc192078385)

[D. Performance Review Meetings 18](#_Toc192078386)

[E. Other Information Relevant to the Services (Optional) 18](#_Toc192078387)

[signature page to pArt II of ARRANGEMENT (healthcare provider specific requirements) 19](#_Toc192078388)

STATUS OF PART ii (HEALTHCARE PROVIDER SPECIFIC REQUIREMENTS)

1. This document constitutes Part II of the Arrangement, being the Healthcare Provider Specific Requirements or HPSR, and is supplementary to the terms and conditions set out in Part I of the Arrangement.
2. Capitalised terms used in this HPSR have the meanings ascribed to them at Clause 1.1 of Part I of the Arrangement (or elsewhere in the Arrangement) unless otherwise expressly defined in this HPSR.
3. Part I (including its Schedules) and Part II (HPSR) of the Arrangement, together form the Arrangement and the provisions of Part I of the Arrangement apply to the HPSR.
4. For avoidance of doubt and without limiting the generality of the foregoing:
	1. Clause 1.4 (Conflict) of Part I applies to this HPSR.
	2. Clauses 1.5 and 1.6 (Interpretation) of Part I apply to this HPSR.
	3. Clause 30 (Dispute Resolution) of Part I applies to Disputes arising under or in connection with this HPSR.
	4. Variations to the HPSR are governed by and may only be made by the parties in accordance with Clause 34.10 (Variation) of Part I of the Arrangement.
5. In relation to completion, submission and execution of the HPSR:
	1. The HPSRis in standard format but, in respect of each Arrangement, the required information in respect of the specific Arrangement shall be populated by the Executive and the Provider (as applicable).
	2. The HPSRis completed and executed by the parties at the commencement of the Duration of the Arrangement and then on an annual basis throughout the Duration of the Arrangement.
	3. In the case of a Multi-Funded Provider, separate HPSRs shall be completed and executed by the parties in respect of each Funding IHA, national office of the Executive or Funding Health Region at the commencement of the Duration of the Arrangement and then annually throughout the Duration of the Arrangement. The Part I executed by the Provider and the Lead Health Region or national office of the Executive together with the Part II for each Funding IHA, national office of the Executive or Funding Health Region together will comprise the Arrangement for a Multi-Funded Provider.
	4. The provisions of Clause 34.12 (Counterparts) apply to the execution of the HPSR by the parties.

# SECTION 1 – CONTACT DETAILS

### Part A - Executive Particulars

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| 1. Executive Particulars
 |
| *Set out the key Executive organisation details below* |
| **Name of Health Region, IHA or National Office**  |  |
| **Health Region, IHA or National Office Address** |  |
| 1. Executive Contacts
 |
| **Name of Regional Executive Officer, IHA Manager or National Office equivalent**  |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |
| **Key Contact Person Name***(This is the nominated key contact person who will have operational responsibility for the Arrangement)* |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |
| **Authorised Signatory Name***(This is the person who has been assigned responsibility for executing the Arrangement on behalf of the Executive. This should be in line with National Financial Regulations as appropriate)* |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |
| **Service Lead’s Name** |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |

### Part B - Provider Particulars

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| 1. Provider Particulars
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| **Registered Name***(Legal Entity as per CRO)* |  |
| **Registered Address** |  |
| **Trading Name***(if applicable)* |  |
| **Legal Status** |  |
| **Registered Company Number** |  |
| **Tax Registration Number** |  |
| **Parent Organisation Name** |  |
| **Parent Organisation Address** |  |

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| 1. Provider Contacts
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| *The purpose of this section is to set out the key Provider contact details* |
| **Key Contact Person Name***(This should be the person who has overall responsibility for execution of the Arrangement on behalf of the Provider and will be the Provider’s key contact person with the Executive)* |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |
| **Chief Executive Officer, Director or appropriate Senior Official Name***(Enter correct title)* |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |
| **Authorised Signatory Name***(This should be the person authorised by the Board of the Provider to execute the Arrangement on behalf of the Provider CEO / Chairperson or Equivalent Senior Person delegated by the Board of the Provider)* |  |
| **Position Title** |  |
| Address |  |
| Telephone Number |  |
| Email |  |
| **Service Lead’s Name** |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |

# SECTION 2 – FUNDING particulars

**Funding Particulars**

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| Funding Details |
| *The purpose of this section is to specify details of the Funding to be paid to the Provider for the provision of Services in accordance with this Arrangement.* **All** of the Funding provided to the Provider should be included below. This includes amounts paid by Electronic Fund Transfer (EFT), or other periodic payment process, invoiced amounts, payments made according to activity levels with an estimate of funding included if possible (unless this would give false assurance) and a description of the authorisation and payment methodology. **This section must be completed by the Executive.** (Information should be updated on the SPG system) The total amount of the Funding shall be applied by the Provider exclusively for provision of the Services by the Provider as further specified in **Section 3 of this HPSR** (Service Delivery Specification).  |
| **Total Payments** | Subject to Clause 4 and Schedule 1 of Part I of this Arrangement, the Funding to be paid by the Executive to the Provider in consideration for the provision of the Services in accordance with the terms of this Arrangement in the financial year commencing on 1st January XXXX and ending on 31st December XXXX (the “**Financial Year**”) shall not exceed EUR €XXXXXXX.00.The Executive will use its reasonable endeavours to notify the Provider of the level of Funding for the Services in advance of the start of the Financial Year. |

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| Payment of Funding |
| **Description** | **Area** | **Amount €** | **Payment Method** |
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| **Total Funding for the Year** |  | **€** |  |

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| Schedule Of Payments To Provider |
| PROVIDER BANK ACCOUNT NUMBER |  |
| HSE VENDOR NUMBER |  |

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| --- | --- | --- | --- |
| **Dates** | **Details** | **Amount €** | **Payment Method** |
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| Charging of Service Users |
| The criteria and procedures for charging Service Users and the applicable rates are to be set out in this section.  |
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# SECTION 3 – Service Delivery Specification

**Service Particulars**

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| Service Overview |
| Below is a brief overview of the Services to be provided by the Provider and relevant to this Care Group. Additional documentation may be referenced to provide context. |
| The primary activity of the Service Provider will be the provision of trained Nurses/Health Care Assistants (**HCA**) that will provide nursing and HCA care to children with complex healthcare needs in the community. These include children on tracheostomies, ventilators and those with various life limiting conditions etc (see table 1.0).**Table 1.0**

|  |  |  |
| --- | --- | --- |
| **Client Initials** | **D.O.B.** | **Diagnosis & Care Description** |
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Overall responsibility for the children’s welfare lies with his/her parents and service provision should work in tandem to support their role. The contracted Provider will be responsible for ongoing recruitment, employment, training and supervision of the frontline Nurses / HCAs working with the children. Clinical and operational supervision will not be provided by the HSE as this is a Provider-managed service.**Provider role:**The Provider’s role is to maintain the safety and welfare of the children in their care as follows:**Care Planning*** To provide a dedicated Client Care Manager (Registered Nurse) at all times to be the direct contact with the HSE through the HSE Key Contact.
* Take part in the initial Nursing Care Plan development in partnership with the family and in conjunction with HSE staff (Acute and Community Services).
* Draw up a comprehensive Care Plan specific to each child.
* Should the Provider be requested by the HSE to deliver a service in school or preschool, a specific Care Plan is to be agreed (following assessment/risk assessment) to include roles and responsibilities of each party (e.g. Provider, family, HSE, school).
* It is the role of the Client Care Manager to adapt guidelines for Nurses and HCAs working in the community in line with national HSE PPG’s, Competency Assessment tools and job descriptions.
* Be responsible for clinical decision making and maintenance of ongoing assessment planning and implementation and evaluation of Care Plans in conjunction with HSE staff, to ensure care planning is comprehensive and effective.
* Attend and contribute to multidisciplinary Care Review meetings where required.
* Liaise with family daily/weekly or as required to monitor overall service provision.
* Monitor and respond to any feedback from family/Agency staff/HSE staff.
* Provide monthly review of Care Plans.
* Primary Carer of other competent trained adult to be in ‘Loco Parentis’ while the service is provided, unless otherwise agreed between HSE and Provider following assessment.
* Provide weekly/monthly progress/issue reports to the HSE Key Contact.

**Staffing*** The Provider is the employer and shall be responsible for all matters including but not limited to discipline, labour relations, payments of salary and leave entitlements and will comply with all applicable employment and equality legislation concerning their personnel.
* Ensure Clinical Governance systems and supervision for/of homecare staff.
* Should staff be required to work in hospital with a child during an admission, governance for the child’s care rests with the hospital during such periods and the Provider’s staff operate under the clinical direction of the hospital.
* Ensure all staff adheres to Care Plans, policies, procedures and clinical practice guidelines.
* The Provider is responsible for taking such disciplinary action with respect to staff as may be necessary.
* Develop and maintain staff numbers to fulfil the hours required by the HSE in the homecare case – 100% roster fill rate required. Every effort should be made to minimise the occurrence of unfilled shifts.
* Maintain comprehensive rostering and shift handover systems.
* Provide ongoing education and training for staff appropriate to the needs of the client and in collaboration with relevant stakeholders.
* Provide trained staff with the required competency to meet the client’s healthcare needs.
* Ensure replacement and ongoing recruitment of staff for homecare cases.
* Provide four-week rosters to HSE staff and family.
* Carry out Health & Safety & Environmental assessment for staff lone workers in these home cases.

**Risk Management*** Ensure systems are in place for incident reporting and relevant follow up.
* Ensure systems are in place for risk management and relevant follow up.
* Ensure systems are in place for complaints management and relevant follow up.

**HSE Linkages*** Provide feedback to HSE Key Contact on any comments / concerns relevant to homecare staff providing services and as appropriate.
* Announced and unannounced visits may be required by HSE staff to review documentation, Care Plans, staffing levels, on-site attendance, training, appropriate dress, patient/carers feedback and other areas relevant to ongoing care needs.
* Manage the correct allocation of hours per case to ensure the HSE budget for cases is met.
* Audit the activities of the service and report to the HSE as requested.
* Ensure systems are in place for provision, maintenance and storage of clinical records.

**Equipment & Consumables*** Ensure systems are in place for monthly ordering of consumable equipment. It is the responsibility of the Nurse/Carer to highlight if stock items are running low. They should inform the parents.
* It is the responsibility of the child’s parents to order oxygen via the Oxygen Supply Company. The third party provider must inform the parents if there is a low supply of oxygen.
* Ensure systems are in place for emergency events in conjunction with HSE staff.
* Ensure maintenance/service records are up to date for all equipment in use.
* Any other requirements that may arise and in consultation with the HSE and/or Companies.

**General Requirements for Recruitment of Nurses*** Application form and Curriculum Vitae duly completed
* Copy of current registration with Nursing and Midwifery Board of Ireland

*(Nurses are required to be registered with Nursing and Midwifery Board of Ireland. Nurses employed must be either RGN or RCN Registered at a minimum).** Garda Vetting form
* Copy of Passport or Driving Licence
* Copy of Nursing/FETEC Qualifications
* Minimum of two Nursing related referees
* Occupational Health Report
* Specialised training required for Agency Nurses to deliver their nursing care

**Mandatory Training*** Children’s First Training Certificate
* Basic Life Support training
* Patient Moving and Handling
* Infection Control
* Conflict Resolution / Non-violent Crisis Intervention Training/experience
* Trust in Care (2005)
* Fire Safety Training

**Training for each individual child’s nursing needs** e.g. Caring for a child with a tracheostomy in the home or community setting, caring for a child with epilepsy and caring for a child requiring enteral feeding and/or**The Nurse must demonstrate that they are competent in the following areas where appropriate (as per the NMBI Scope of Practice Framework).*** Tracheostomy care
* Ventilation
* Suctioning
* Saturation Monitoring
* Oxygen Care and Humidification
* Professional boundaries / confidentiality
* Working in the home environment
* Infection control and disposal of clinical waste
* Enteral feeding
* Medication management
* Palliative care

**Health Care Assistants*** HCAs are required to hold a minimum of QQI level 5 qualifications and any other specific training deemed necessary by the Clinicians involved. Student Nurses – 3rd & 4th year are acceptable in the role of HCA if they have the required training and competence for the role and duties they are employed for.
* And any other training requirements to meet the individual needs of the child.

Please insert any other relevant information in relation to training provided e.g. Staff, Children First, CPR/Manual Handling, Non-violent Crisis Intervention, Fire Training, Trust in Care.**References**Three (3) referees at a supervisory level must be provided and these need to be the most recent and relevant. Each referee will need to have a work email address and landline.**Qualification Certificates**Original copies of all qualification certificates are obtained e.g.* Nurse – current NMBI Registration
* HCA – QQA Level 5
 |
| **Provide further detail if required:** |

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| Details of the Services |
| Where appropriate, the Statement of Purpose as required by HIQA shall be consistent with the Services as described and in respect of which Funding is received by the Provider under this Arrangement.**Note:** A Generic Excel Template has been developed by the Executive and made available to Providers which can be used to detail the Services being provided. This can be used as required. |
| **Objectives of the Services to be provided***(to be completed by the Provider)* |  |
| **The Catchment Area covered by the Services***(to be completed by the Executive)* |  |
| **Number of Service Users** |   |
| **Detailed description of Services to be provided** |  |
| **Activity Details to include Scope & Quantum of Service.** *(This should set out the level and type of Services where the Generic Excel Template is not being used)* | **[Insert number here]** and provide detail in Table 2.0 below*In the event that a CCHN requires readmission to hospital, community health care staff employed by 3rd party provider under this Service Arrangement are paid for the first 48 hours. Where feasible for staff (and if requested by the hospital) they may be rostered to work in the acute setting for this first 48 hours post admission. Any travel costs are to come from within the approved funding for the CCHN.  Governance for the CCHN’s care rests with the hospital during admissions. If there are ongoing staffing requirements after 48 hours this will not be provided via this Service Arrangement.***Table 2.0**

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| --- | --- | --- | --- |
| **Client Initials** | **Address** | **Weekly Hrs** | **Proposed Staffing** |
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| **Premises at which Services are to be delivered** |  |
| **Associated Staffing Resource***A National Standard Excel Template is available where numbers are high and may be a required return (Employment Monitoring Template)* | Hours to be provided to be inserted in table above: Variable based on Client’s needs.**Registered Nurses*** Nurses are required to be registered with Nursing and Midwifery Board of Ireland. Nurses employed must be either RGN or RCN Registered at a minimum.
* Specialised training required for Agency Nurses to deliver their nursing care.

**Health Care Assistants**HCAs are required to hold a minimum of QQI Level 5 qualifications and any other specific training deemed necessary by the Clinicians involved. Student General Nurses – 3rd & 4th year are acceptable in the role of HCA if they have the required training and competence for the role and duties they are employed for. |
| **Vacancies** | The HSE require 100% staffing levels for each child. Should this not be the case the service should identify any available unfilled service quantum and suggested development plan to the HSE Key Contact. |

**Note:** Placements and Related Funding: Where vacancies arise during the year due to a Service User passing away or being transferred, the Funding linked to such vacancies will be identified and notified by the Provider to the Executive immediately.

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| Key Personnel |
| If required by the Executive, this section should list the persons who are to be regarded as Key Personnel (within the meaning of the Service Arrangement) for the purposes of providing the Service. The role(s) which such persons perform should also be set out:  |
|  Name | Role |
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| Service Outcomes |
| The expected outcomes that will occur over the longer term as a result of Services provided by the Provider under this Arrangement. |
| **Insert outcomes for each individual child***For each outcome specified below, please state results achieved with identifiers for the relevant clients.*

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| **Client Initial** | **Needs** | **Outcomes** |
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*Examples include:* * *Child safely maintained in their home environment*
* *Complete nursing care*
* *Complete nursing/HCA interventions*
* *Partial nursing/HCA interventions*
* *Encourage self-help skills*
* *Promote independence*
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| Service User Engagement |
| If appropriate, please provide a description of the Provider’s Service User engagement and feedback structures / mechanisms. |
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| Third Party Contracts |
| Requirements in relation to third party contracting are listed in **Clause 16** **of Part I (Third Party Contracting).**List all third party arrangements entered into by the Provider for the purpose of engaging an agent, subcontractor or third party to provide any of the Services or part thereof provided that such third party arrangement relates to health or personal social services provided as part of the Services. In this regard it should be understood that a third party arrangement in this context relates to a contract or arrangement where an agent, sub-contractor or other third party is engaged by or on behalf of the Provider to provide a substantial or significant element of the Services or part-thereof on behalf of the Provider. Third party arrangements in respect of ancillary services which are not health or personal social services such as cleaning or catering or property maintenance do not require to be listed below. |
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| Additional Services |
| Where the scope of the Services provided pursuant to this Arrangement is increased, whether by developing existing Services or introducing new Services, the increase must be authorised in advance in writing by the Executive utilising the Contract Change Note procedure at Clause 34.10 of Part I of this Arrangement.A detailed specification for any such Additional Services must be agreed in writing between the parties prior to any Additional Services being provided by the Provider, including the range, type, and volume of Services, together with the amount and timing of payments due in respect of the Additional Services utilising the Contract Change Note. Clause 4.3 of Part I of the Arrangement shall apply with regard to Additional Services. |

# section 4 – Further Information and governance Requirements

**The below are to be provided, where relevant, by the Provider*.***

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| General |
| Service Specification Template if used |
| Access, Referral, Admissions & Discharge Policies and Procedures |
| Financial Reports / Management Accounts for local services |
| Activity Data including:* Number of hospital admissions
* Number of GP reviews
* Number of A&E attendances
* Number of incidents reported
* Number of Care Plan adjustments
* Number of Public Health Nursing Referrals
* Number of equipment issues
* Number of changes in Pressure Area Assessment
* Number of wound/pressure area care issues
* Number of supplies/equipment issues
* Current referral waiting times for service
* Any other relevant clinical issues to report
 |
| Staffing reports including number and type of rostering and training issues  |
| Regular reviews – monthly roster one month in advance to HSE Key Contact |
| Shifts filled/unfilled – monthly roster one month in advance to HSE Key Contact |
| Risk Management – review of risk assessments and demonstrated effectiveness of the identified risks |
| Complaints as they arise to HSE Key Contact and Integrated Healthcare Area Public Health Nurse and discussed at the Children with Complex Nursing Needs Governance Group |

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| Performance Indicators |
| Measures of the improvement in performing an activity. These include relevant national and local standards as required by the appropriate Care Group.***Note:*** *HSE National Service Plan Targets/Metrics for the relevant Care Group and related services must be part of the Provider’s Performance Reporting System (data related to national key performance indicators to be submitted to Executive Key Contact Person as relevant).* |
| Examples Include:* Clinical Reports
* Regular Reviews
* Complaints
* Incidents
* Shifts filled/unfilled
* Targets from Care Plan
* SOPs
* Checklists
 |
| **Additional Local Performance Indicators / Local Activity Data** |
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| Quality |
| 1. In addition to Care Group contracting requirements included in Part I of the Arrangement and in Section 4 of this HPSR, additional Codes of Practice (as defined at Clause 1.1 of Part I of this Arrangement), Monitoring Tools being implemented / adhered to by the Provider in the provision of the Services should be listed here.

Note: * The Service Provider on award of client, carry out a detailed needs and risk assessment in conjunction with clinical information given by the MDT and HSE Key Contact.
* Detailed client specific Care Plans are drawn up and are maintained in each client’s house. Care Plans contain:

- Signature sheets- Clinical Care Plan detailing client details, name, D.O.B, Address, Next of Kin, GP Assessment, clinical needs, activities of daily living, needs assessment, risk assessment, visit report sheets, manager review sheets, documents review charts, client satisfaction forms, client concern forms, client complaint forms, service user guide, incident report forms, service user guide book. Daily reporting in same. Continuous review of Care Plans by the Provider Client Care Manager.* Daily reports which include daily nursing and HCA records in accordance with Nursing Midwifery Board of Ireland.
* Regular reviews – monthly or sooner if required, by Dedicated Client Care Manager to each clients’ home to review Care Plan records, meeting with family, HSE Key Contact and/or area PHN.
* Weekly/monthly review meetings and daily/weekly phone calls/emails with HSE Key Contact to discuss client progress/issues.
* Shifts filled/unfilled – report sent each week to the HSE Key Contact.
* Monthly rosters sent to HSE Key Contact for each client.
* Complaints as they arise to HSE Key Contact and discussed at the Children with Complex Healthcare Needs Governance Group.
* Incidents as they arise to HSE Key Contact for discussion at HSE Children with Complex Healthcare Needs Governance Group meetings.
* Client feedback.
* Participation in MDT meetings.
* Participation in Reviews – 6 monthly.

Monitor Person Centeredness:* Monthly reports provided to outline progress and care to date.

Compliments, Complaints and Comments systems in place whereby clients can make their views known and have issues investigated. |

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| 1. The Provider should describe the process for monitoring the quality and safety of the Services listed at Section 3 (Service Delivery Specification) of this HPSR.
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| 1. The following should be included, if relevant
* External Accreditation system
* Any major review of Service, governance or finances
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| Performance Review Meetings |
| This sub-section outlines the Schedule of Review Meetings appropriate to the level of Funding provided for the purpose of Clause 13 of Part I of this Arrangement. |
| **Month** | **Description** | **Location** | **Attendees** |
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| Other Information Relevant to the Services (Optional) |
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# signature page to pArt II of ARRANGEMENT (healthcare provider specific requirements)

**IN WITNESS WHEREOF** this Arrangement, is executed by the parties as follows:-

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| --- | --- | --- | --- |
| Signed byfor and on behalf of: |  |  |  |
|  |  | Name:  |  |
|  |  |  |  |
| Date: |  |  | Title: |  |

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| --- | --- | --- | --- |
| Signed byfor and on behalf the **HEALTH SERVICE EXECUTIVE:** |  |  |  |
|  |  | Name:  |  |
|  |  |  |  |
| Date: |  |  | Title: |  |