

**HEALTH SERVICE EXECUTIVE**

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| **HSE**  **Health Region/**  **Integrated Healthcare Area** |  |

**and**

**[INSERT NAME OF THE PROVIDER]**

**Care Group: ACUTE HOSPITALS**

**Service Arrangement**

**Section 38 Health Act 2004**

**Part II**

**Healthcare Provider Specific Requirements 2025**

*To be populated, executed and returned to the Executive by Acute Hospitals as part of Section 38 Service Arrangement*

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# 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 Part I of 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 34 (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 38.10 (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 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 of the Executive together with the Part II for each Funding IHA or Funding Health Region together will comprise the Arrangement for a Multi-Funded Provider.
   4. The provisions of Clause 38.12 (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 or IHA** |  |
| **Health Region or IHA Address** |  |
| 1. Executive Contacts | |
| *The purpose of this section is to set out details of the Executive Key Contact Person* | |
| **Name of Regional Executive Officer or IHA Manager** |  |
| 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 Name** |  |
| Address |  |
| Telephone Number |  |
| E-mail |  |

### Part B - Provider Particulars

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| 1. Provider Particulars | |
| **Hospital CEO/Hospital Manager** |  |
| **Hospital Registered Name**  *(Legal Entity as per CRO)* |  |
| **Hospital Registered Address** |  |
| **Trading Name**  *(if applicable)* |  |
| **Legal Status** |  |
| **Charity Status**  Is the Provider a Charity?  If yes is ticked above, the Provider must be registered with the Revenue Commissioners and the Charities Regulator.  Provide the following information:-  **Revenue Commissioners CHY Number**  **Registered Charity Number** | Yes No   |  |  |  | | --- | --- | --- | |  |  |  |  |  | | --- | |  |  |  | | --- | |  | |
| **Registered Company Number** |  |
| **Tax Registration Number** |  |

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| 1. Provider Contacts | |
| *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 |  |

# 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** |
| 1. 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 €XXXXXX.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. 2. The Funding is payable for the provision of the Services (as specified in Section 3 of this HPSR) only. For avoidance of doubt, where applicable, this includes any Additional Services provided in accordance with Clause 4.2 of Part 1 of this Arrangement. All Non-Scope Services shall be outside the scope of this Arrangement and the costs of the Non-Scope Services and all responsibilities, obligations and liabilities relating to or arising in connection with the unfunded services shall be the sole responsibility of the Provider in accordance with Clause 4.3 of Part 1 of this Arrangement. 3. Should a Provider fail to operate within the available resource to end 2025, the Provider shall have a ‘2025 1st charge financial gap’ to be closed in 2026. Also, should the Provider’s cost levels remain at the same level by 31st December 2025 which gave rise to the 2025 deficit, the Provider will, in addition, have a 2025 ‘run-rate financial gap to be closed in 2026’. 4. The Contract Change Note shall be appended to this HPSR and the terms thereof shall be incorporated into HPSR Review Meetings. |

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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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| Integrated Management Reporting (IMR) |
| 1. The Provider will be required to complete a financial return each month and submit it to the Executive on or before the due date specified by the Executive. The Executive retains the right to alter the due date by giving 30 days’ notice to the Provider in writing. 2. The Provider shall from time to time be required to provide ad hoc financial data for purposes such as evaluating costs and other financial evaluations. 3. The current timetable for submission of the Integrated Management Report is 12 midday on the 15th of each month. If the 15th of the calendar month falls on a non-business day submission is due at 12 midday on the closest previous working day to the 15th. 4. The HSE Predictor model is to be used in line with deadlines to facilitate accurate projections 5. The Provider Finance Committee or equivalent may be requested to meet with the Executive bi-annually or on request. 6. The Provider to provide an annual extract from the payroll system that will provide the core data input required to produce a detailed Pay Budget for the following year. This file will exclude employee names but should include other key variables (WTE/Annual Salary/PRSI/Grade Point/Grade Cost/Increment Date etc.) the timing of this to be advised. |

# 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. |
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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.  *List clinical services appropriate to the individual hospital below.*  **Detailed description of Services to be provided as follows:** | | |
| **General Services to be Provided** | **Number of beds assigned** | **Brief Service Description** |
| Example: |  |  |
| *Cardiology* |  |  |
| *General Surgery* |  |  |
| *Orthopaedics* |  |  |
| *Bowel Screen* |  |  |
| *Breast Check* |  |  |
| *Cervical Check* |  |  |
| *Diabetic Retina Screen* |  |  |
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| Activity Levels |
| Details of Activity Levels and Expected Activity Targets for 2025 are set out in Appendix 1  Activity levels and expected targets set out in the 2025 National Service Plan are customised for each Hospital. |

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| Activity Based Funding (ABF) - Healthcare Pricing Office |
| ABF is an approach to funding which sees providers funded in line with the activity that they undertake. The provider must participate in the annual ABF process which requires the provision of costing data and activity data such as HIPE, Outpatients and ED. At present ABF coverage relates to admitted activity and will over time encompass Outpatients and ED.  The provider must ensure that all required data is provided in full and the quality of this data is in accordance with relevant standards and submitted within agreed deadlines to ensure there are no delays in the ABF process. The Healthcare Pricing Office will work closely with the provider to ensure these requirements are met. |

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| Emergency Dept (ED) Services |
| The Provider undertakes to treat any presenting Service User who requires emergency treatment or to make and arrange a referral to another Provider where the Provider is unable to treat the Service User. Transfers (exceptionally after arrival or more usually diversion of ambulances to alternative Providers) for capacity reasons should only occur as a last resort. Transfers for capacity reasons may only be made with the agreement of the receiving Provider.  Each Provider shall implement the *‘System Wide Escalation Framework and Procedures’* and align any existing escalation plans with the specific measures and thresholds contained within the *National Escalation Framework* to ensure a single escalation plan and consistent implementation of the Framework. |
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| Third Party Contracts |
| Requirements in relation to third party contracting are listed in **Clause 19** **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 38.10 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 4.2 of Part I of the Arrangement shall apply with regard to Additional Services.  Any reduction in service or capacity must be authorised in advance in writing by the Executive utilising the Contract Change Note. |

# section 4 – Further Information and governance Requirements

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

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| General |
| Business Plan or equivalent document as agreed by Executive |
| Expected Activity Targets for 2025 – Appendix 1 |
| Other Activity Data as specified |
| Financial Reports / Management Accounts for local services |
| Balance Sheet/Accruals at least bi-annually |
| Access, Referral, Admissions & Discharge Policies and Procedures |
| Quality & Patient Safety Improvement Plan |
| Hospital Patient Safety Indicator reports *(to be discussed at monthly Hospital Management Team)* |
| Maternity Safety Statements *(to be discussed at monthly Hospital Management Team)* |
| Cyber Security Awareness: In additional to the requirements in Schedule 3 C (b) the relevant Provider shall ensure compliance with its obligations under S.I. 360 of 2018 and the Executive Code of Connectivity National Health Network. |
| Cyber Security: Audit Review & Risk Assessment regarding Voluntary Hospitals on behalf of the HSE   * Confirmation that the residual risks and mitigations, relevant to the hospital, were reviewed and a related action plan was forwarded to HSE Chief Information Security Officer. * Confirmation that relevant details of the hospital’s authorised officer in connection with this matter were provided to the HSE. |
| Information as required under EU regulations 883/2004 and 987/2009 on the co-ordination of social security systems as outlined in the HSE’s NFR B2 Section 9.5 Appendix 5 – European Health Insurance Card (EHIC). |
| Senior Staffing Template  Senior Staffing - Details of Direct Provider Personnel involved in provision of or associated with the Services (as defined at Clause 1.1 of Part I of this Arrangement) who are in receipt of salaries equivalent to current Grade 8 or above on the consolidated salary scales should be set out on the Senior Staffing template available on the **Non-Statutory Section** of the Executive’s website. This template must be submitted to the Executive Key Contact Person in the highest Funding IHA. In this regard, where the Provider is part of a Group, any employee of any other member of the Group who participates in the management/administration of the Services and is funded from the Funding received by the Provider under this Arrangement should also be included.  *(For this purpose, “****Group****” means the Provider and any holding company or subsidiary of the Provider and any subsidiary of any such holding company, holding company and subsidiary having the meaning ascribed to such terms at Sections 7 and 8 of the Companies Act 2014).* |

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| Performance Indicators |
| Measures of the improvement in performing an activity. These include relevant national and local standards as required.  Measures for monitoring the implementation of the *National Standards for Safer Better Healthcare* and supporting standards and guidance, shall be reviewed in line with the overall review procedures of this Arrangement.  ***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).* |
| **Additional Local Performance Indicators / Local Activity Data** |
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| Quality |
| 1. In addition to 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. |
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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. This process should include but not limited to the following:  * Accountability arrangements for quality, patient safety and clinical outcome; * The use of Quality and Performance Indicators; * Arrangements for patient / service user and public community involvement; * Integrated Risk Management, systems and processes; * Patient safety programmes; * Clinical effectiveness and audit plans; * Learning and sharing information pertaining to quality and patient safety; * Staffing and Staff Management for quality and patient safety; * Information management for quality and patient safety; * The organisation’s support programme to build capacity and capability for quality and patient safety. |
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| 1. The Provider shall comply with initiatives with a view to continuous quality Improvement.  * Implementation of the Executive’s Clinical Design and Innovation (National Clinical Programmes (NCPs), Integrated Care Programmes) and their supporting initiatives. * Implementation of standardisation of pathways and processes across a Health Region. * Implementation of the National Clinical Effectiveness Committee National Clinical Guidelines and National Clinical Audit. |
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| 1. The following should be included, if relevant  * External Accreditation system * Any major review of Service, governance or finances   Note: Accreditation with external bodies may only be sought with the written approval of the Executive |
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| 1. The Provider shall establish a Quality and Safety Executive Committee (sometimes called Clinical Governance) to manage quality and safety on behalf of the executive Management Team. The executive Committee is a multidisciplinary team of representative employees whose roles are directly concerned with establishing, developing and implementing governance for quality and safety within the service. It will focus on driving the implementation of improvements and safeguards in quality and safety. The executive Committee is accountable to the CEO / Hospital Manager. This committee may establish subcommittees/groups to lead on specific elements of quality and safety as required. |
| Confirmation a Quality and Safety Executive Committee is in place: |

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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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| Performance Monitoring |
| The HSE Performance and Accountability Framework describes in detail the means by which the HSE, and, in particular, individual hospitals will be held to account for their efficiency and control in relation to service provision, patient safety, finance and human resources. Outcomes, services and key performance indicators (KPIs) are used to measure hospital performance towards achieving the desired health outcomes. KPIs also provide a means by which to communicate to the service users/public how hospitals are performing. A formal escalation, support and intervention process for underperforming hospitals will continue and it will include a range of supports and sanctions for significant or persistent underperformance.  Service levels will be monitored at the Performance Review meetings. Service provision will be measured against targets agreed. Variances between levels of service provided, quality and patient safety metrics, financial performance, employment ceilings and other matters will be monitored and the HSE may request the Provider to take such actions as necessary to bring activity, employment numbers and finances back in line with the agreed levels where variances have occurred.  Any additional requirements to be listed here: |
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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 by  for and on behalf of: | |  |  |  |
|  | |  | Name: |  |
|  | |  |  |  |
| Date: |  |  | Title: |  |

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| Signed by  for and on behalf the  **HEALTH SERVICE EXECUTIVE:** | |  |  |  |
|  | |  | Name: |  | |
|  | |  |  |  |
| Date: |  |  | Title: |  |

**APPENDIX 1**

**Hospital Name– Expected Activity Targets for 2025**

*This section should contain all of the relevant details that are contained in both the HSE National Service Plan and the National Operational Plan.*

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| --- | --- | --- | --- | --- | --- |
| **Acute Hospital Care** | | | | | |
| **Activity** | **Reporting Period** | **NSP 2024**  **Expected Activity** | **Projected Outturn 2024** | **Expected Activity 2025** |
| **Discharge Activity**  Inpatient | M (1 Mth in arrears) |  |  |  |
| Day case (includes dialysis) |  |  |  |
| **Total inpatient and day cases** |  |  |  |
| Emergency inpatient discharges |  |  |  |
| Elective inpatient discharges |  |  |  |
| Maternity inpatient discharges |  |  |  |
| Inpatient discharges >75 years |  |  |  |
| Day case discharges >75 years |  |  |  |
| Level of GI scope activity |  |  |  |
| Level of dialysis activity |  |  |  |
| Level of chemotherapy (R63Z)  and other Neoplastic Dis, MINC (R62C) |  |  |  |
| **Emergency Care**  New ED attendances | M |  |  |  |
| Return ED attendances |  |  |  |
| Injury unit attendances |  |  |  |
| Other emergency presentations |  |  |  |
| **Births**  Total no. of births |  |  |  |
| **Outpatients**  No. of new and return outpatient attendances |  |  |  |
| No. of new outptients attendances |  |  |  |  |
| **Activity** | **Reporting Period** | **NSP 2024**  **Expected Activity** | **Projected Outturn 2024** | **Expected Activity 2025** |
| **Delayed Transfers of Care**  No. of acute bed days lost through delayed transfers of care |  |  |  |  |
| No. of beds subject to delayed transfers of care |  |  |  |
| **Healthcare Associated Infections (HCAI)**  No. of new cases of CPE | N/A |  | N/A |
| Rate of defined and suspected venous thromboembolism (VTE, blood clots) associated with hospitalisation |  |  |  |

**Note 1** *Projected Outturn 2024 and Expected Activity does not include or take account of the impact on*

*activity levels of any NTPF arranged inpatient or day case procedures, or first outpatient appointments*

*for patients in public hospitals or private hospitals.*