



National Services Division

**Service agreement with:
NHS Greater Glasgow & Clyde**

**For:
Grown-Up Congenital Heart Disease**

2006/07

1. Introduction

- 1.1 This agreement is between National Services Division of NHS National Services Scotland as commissioner, for and on behalf of the Scottish Executive, and NHS Greater Glasgow & Clyde, as provider of adult congenital heart disease services.
- 1.2 This agreement shall cover the period from 1 April 2006 to 31 March 2007.
- 1.3 The agreement is made under the provisions of Section 30 of the National Health Service and Community Care Act 1990.

2. Objective

To provide a comprehensive quaternary service for the treatment of adult congenital heart disease to the population of Scotland.

3. Definition of service

Service specification

- 3.1 The service provides open and closed surgical and interventional cardiology procedures for adults over 16 years of age requiring treatment for congenital heart disease
- 3.2 The service covers direct inpatient services from admission for heart surgery or interventional cardiology, up to discharge or transfer from post-operative ward, and includes all surgery, interventional cardiology and intensive therapy.
- 3.3 In addition the service provides facilities for pre-operative outpatient assessment and post-operative review.
- 3.4 Cardiology, diagnostic and imaging activities such as angiography and cardiac catheterisation, normally carried out prior to the definitive admission for cardiac surgery, are excluded.
- 3.5 All support services conventionally used by cardiac/cardiology units will be required including radiology, ultrasound, haematology, biochemistry and pathology laboratories, physiotherapy and other paramedical services as necessary.
- 3.6 The service will have the support facilities of an intensive care unit available. The service will be accessible 24 hours a day, 365 days per annum, for the duration of the service agreement.
- 3.7 The service will ensure that effective discharge planning arrangements are in place.

4. Activity level

The agreed indicative level of activity for this service is:

- 130 interventional cardiology procedures
- 50 surgical procedures
- 80-100 patients on specialist review (this involves shared care with their nearest regional service)

The provider will advise the commissioner if it becomes apparent that activity targets cannot be met or will be exceeded.

5. Referral

Referrals to the service will be accepted from consultant cardiologists and will be expected from all parts of Scotland.

Referred patients will be assessed by a consultant of appropriate experience. The resultant opinion regarding clinical management will be given within 7 days to the referring doctor.

6. Quality

6.1 Standards

Central guidance

The provider will be expected to comply with all relevant guidance, legislation and statutory instruments.

In particular the provider should comply with:

- all relevant NHS QIS Standards
- the EC Working Time Directive
- Junior Doctors' New Deal and Modernising Medical Careers
- Disability Discrimination Act 1995
- Race Relations (Amendment) Act 2000

Local NHS Board

Quality standards, performance targets and indicators agreed within NHS Greater Glasgow & Clyde will be applied to this agreement. This will include:

- increasing value for money by improving efficiency and effectiveness.
- ensuring a person-centred National Health Service, giving people the opportunity to influence planning and decision-making and offering services responsive to their needs.
- improving quality through the development and implementation of clinical care protocols, systematic monitoring and ensuring that strategies for research and audit are in place.

National Services Division

General

- Patients and their relatives or other carers will be treated with kindness and respect for their dignity, and care will be taken to support and reassure them.
- Services will be provided irrespective of gender, race, religion, ability, culture or sexuality of individuals and their families.

Patient/carer information

- Patients (or, if more appropriate, their carers) will have access to all information on their condition, the treatments or investigations to be provided and their ongoing care plan.
- General patient information should be available in a written format and/or in a format that takes account of physical, cultural, educational and mental health needs; however, person-specific communication will also be done verbally by the relevant health care professional.
- Electronic information, including websites, must meet the recommendations for accessible communication set out in *Achieving Fair Access* [NHS Scotland and Disability Rights Commission, Oct 2006]

Patient/carer feedback

- There will be effective arrangements in place for monitoring patient and carer feedback and, where appropriate, acting on this feedback both during and after episodes of care.

Infection control

- A regularly audited infection control policy must be in place.

Health promotion and education

- The provider unit will incorporate health promotion and patient education into its daily activities. Particular attention should be given to appropriate advice to patients' parents, staff training and development, monitoring and evaluation, and identifying a lead individual with responsibility for implementing health promotion activities.

6.2 Clinical governance

The Chief Executive of NHS Greater Glasgow & Clyde will be accountable for the quality of the clinical service provided. The commissioner expects that robust mechanisms will be put in place to support clinical governance.

6.3 Clinical audit and outcome

General

Providers will ensure that the quality of service is evaluated through systematic clinical audit. The provider will monitor at least annually all relevant aspects of the service and make the results available to the commissioner.

Documentation should include:

- an outline of the audit programme applicable to this service agreement
- aggregated and anonymised data reporting clinical care
- anonymised summaries of regular audit meetings including the frequency of meetings, disciplines included
- clinical complaints relating to all aspects of the service
- deaths (all deaths within 30 days of the operation/intervention and all hospital deaths related to the service irrespective of the timing)
- complications and critical incidents (to include all significant events)
- hospital-acquired infections
- pressure sores

Service specific

- waiting times to first appointment and to subsequent treatment
- inclusion of patients in clinical trials, where appropriate

The provider will also seek opportunities to participate in UK and, where appropriate, international audit, and make available to the commissioner comparative information on results achieved.

Clinical audit information will provide a basis for agreeing and establishing appropriate performance indicators for future service agreements.

7. Teaching and research

The service needs to maintain close liaison with universities and NHS National Education Scotland to ensure future training and succession planning. The provider will aim to continue the service's commitment to teaching and research in health related areas in the future.

Teaching and research are outwith the funded value of this agreement.

8. Confidentiality

The provider will comply with the provisions of the Caldicott Report. In particular, patient-identifiable information will only be used in clearly defined and monitored circumstances, only when absolutely necessary and should entail the use of the minimum necessary patient-identifiable information.

Access to patient identifiable information will be on a strict need to know basis, everyone in the organisation will be aware of their responsibilities with respect to patient confidentiality and the organisation will ensure that its use of patient-identifiable information is lawful.

National Services Division does not require returns to include patient-identifiable information; information on clinical activity required by NSD must be submitted in anonymised format.

9. Financial arrangements

9.1 Agreement structure

This agreement takes the form of block agreement under which the provider will be entitled to receive an agreed sum.

9.2 Funded value of agreement

The indicative funded value of this agreement is agreed as £ [REDACTED]

Notes:

1. All costs based on original submission of £ [REDACTED] at 2004/05 prices, uplifted 3.5% for 2005/06 and 2.75% for 2006/07
2. Includes the costs of changes to consultant contract and employers' superannuation
3. The costs included in the bid do not include the cost of the University Consultant currently managing this service. Upon his retiral this additional cost will be required to maintain the service
4. Does not include the costs of Agenda for Change - this will be funded at actual cost, when known

9.3 Payment procedure

The agreement sum will be paid monthly in 12 instalments on or around the 19th day of the month. The month 12 payment will bring funding in line with agreed levels.

9.4 Basis of funding

The baseline value of the agreement shown above is based on expected price levels for 2006/07. This value will be reviewed throughout the year, with the intention of reconciling expenditure and funding, wherever possible.

Negotiations should, in normal circumstances, only be re-opened where it is apparent that the longer-term trends in service delivery differ significantly from the current plan. The commissioner does, however, reserve the right to re-open formal negotiations with the provider at any point during the term of the agreement if there are material changes in activity and/or expenditure.

(For the purpose of this agreement, material variations in activity and expenditure will be assumed as +/-10%, although breaching this threshold will not automatically trigger a re-opening of negotiations.)

Following receipt of the 9-month statement (see Annex B), the commissioner and provider will meet to agree a final funded value.

The value may also be increased if the commissioner receives additional funding in respect of:

- national pay awards and/or policy
- other statutory changes

9.5 Cost shifting and cross-subsidisation

The provider shall not take action to shift activity or costs to other budgets or to make agreements with other commissioners or providers without prior consent in writing from National Services Division.

The staff and facilities covered by the baseline funding of this agreement should not be used to cross-subsidise local services.

9.6 Purchase and replacement of capital equipment

National Services Division receives a small capital allocation to fund equipment for specialised services. There is an annual process for evaluating equipment needs and agreeing capital funding, but there is no guarantee that this will cover 100% of the needs of all national specialist services.

NHS Greater Glasgow & Clyde must still ensure that the service has a planned programme for the purchase and replacement of vital capital equipment, and remains responsible for all buildings and facilities within the unit. NSD will not contribute towards the cost of major capital building projects or renovations unless it receives specific additional funding from SEHD.

Items of minor capital (under [REDACTED] including VAT, where appropriate) are considered revenue funding. All minor capital purchases not explicitly included in the indicative baseline should be agreed with the commissioner. Additional funding may be made available for this purpose.

9.7 Charging for other UK residents

UK residents may be treated under this agreement and their activity should be allocated against this agreement and a sum equivalent to the value of that income will be removed from the baseline funding provided by NSD.

The provider will ensure that all non-Scottish residents are charged for at full cost-per-case rates, including fixed costs.

9.8 Other international patients

Treatment of EEA residents through reciprocal health arrangements is the responsibility of the host NHS Board and, as such, is excluded from the baseline of all NSD agreements. [Note: this includes the Republic of Ireland and the Isle of Man.]

Anyone not covered by reciprocal health care agreements are considered private patients and must be able to provide proof of funding (either personal or from their own health system) before any referrals can be accepted. Again, these patients should be treated within the national service and the costs of their care reflected as income against the NSD-funded baseline.

NSD should be informed before accepting non-UK residents for treatment.

10. Performance monitoring

10.1 Information returns

The provider is responsible for the provision of information to the commissioner and for the validity, accuracy and timeliness of all returns and data.

10.2 Right to visit

National Services Division retain the right to visit the unit at the provider's convenience and welcome the opportunity for communication throughout the year.

10.3 Annual review

The service will be reviewed each year in late autumn following receipt of the annual report. The extent of the review will depend on local circumstances.

10.4 Reporting timetable

The provider will supply the following reports on the progress of the service agreement:

Report	Date due	Format for report
Six month report	31 October	Annex A
Nine month report	31 January	Annex B
Annual report	31 May	Annex C

Notes:

Reports should be sent to: National Services Division, NHS National Services Scotland, Area 062, Gyle Square, 1 South Gyle Crescent, Edinburgh EH12 9EB

Email: 

Fax: 

It is the provider's responsibility to ensure that all reports are received within the agreed timescales. Failure to submit reports on time may impact on NSD's ability to reconcile funding to expenditure.

11. Variations to the agreement

11.1 Variations and notification times

Variations to the agreement will only be made at the mid-year review unless there are exceptional reasons for deviating from this procedure.

Either party will give:

- six months' notice of any proposed changes to the service which require a reduction in staffing
- two months' notice of any other material changes

Variations without notice will be considered in the event of unforeseen circumstances such as:

- the occurrence of a major incident
- emergency treatment needs
- a major outbreak of illness or infection
- industrial action.

11.2 Sub-contracting

No sub-contracting shall be undertaken without the prior agreement in writing of National Services Division.

12. Resolution of disputes

The commissioner and the provider both resolve wherever possible to settle any disputes or disagreements in relation to this service agreement by negotiation.

In the unlikely event that these negotiations fail, the formal disputes procedure as detailed in NHS Circulars FIN (CON) (1992) 1 and FIN (CON) (1993) 4 will apply.

13. Distribution

A copy of this service agreement is to be held by the clinical head of service.

**For and on behalf of
The Scottish Executive**

**For and on behalf of
NHS Greater Glasgow & Clyde**

Signature [Redacted]

Signature [Redacted]

Block Capitals *D. R. DR. KRAMS*

Block Capitals *GRANT ARWIDSON*

Designation *DIRECTOR*

Designation *DIRECTOR*

National Services Division

NHS Greater Glasgow & Clyde

Date *12 March 2007*

Date *4 October 2007*

Signature

Block Capitals

Head of Service

Date

Annex A

Provider: NHS Greater Glasgow & Clyde
Service: GUCH
Report format: Six month report

1. Activity

	<i>Planned</i>	<i>Actual</i>
Surgical procedures - broken down by procedure	x	x
Interventional cardiology - broken down by procedure	x	x
Patients on review	x	x

Additional information

- Information on all three categories of patients must be broken down by NHS Board of residence
- Comment on any material variance from agreed activity

Analysis of total inpatient length of stay:

- mean length of stay
- median length of stay
- range of length of stay

Analysis of ITU stay

- mean length of stay
- median length of stay
- range of length of stay

Analysis of HDU stay

- mean length of stay
- median length of stay
- range of length of stay

2. Waiting times

- Mean waiting time for non-urgent listed patients.
- Range of waiting times for non-urgent listed patients

3. Quality of care

- List of formal complaints over last 6 months and a report of the management of complaints.

4. Clinical audit and outcomes

- Summary of audit programme accompanied by relevant documentation on meetings and follow up action. This should identify current and future audit issues.

Specific issues:

- Re-admission to ITU and/or HDU within inpatient stay
- Second and subsequent surgical /interventional procedures during the same in-patient stay
- All deaths within 30 days at operation /intervention and all hospital deaths related to the cardiac surgery /interventional cardiology irrespective of the timing.
- Hospital acquired infections
- Wound infections

5. Developments with potential financial implications for further years.**6. Financial report**

	<i>agreement value to 30 September</i>	<i>expenditure to 30 September</i>	<i>projected out turn at 31 March</i>
Breakdown of costs			
Total			

- Comment on any material variances from planned expenditure

Annex B

Provider: NHS Greater Glasgow & Clyde
Service: GUCH
Report format: Nine month report

Activity

No activity report is required.

Financial projections

	<i>agreement value to 31 December</i>	<i>expenditure to 31 December</i>	<i>projected outturn at 31 March</i>
Breakdown of costs (as per Annex E)			
Total			

Comment on any material variances from planned expenditure

Forward baseline

Firm proposals for the forward baseline:

	<i>current NSD funded value</i>	<i>proposed baseline</i>	<i>variance</i>
Breakdown of costs			
Total			

All variances must be fully explained.

Developments not previously agreed with NSD must be supported by a full business case.

NB Developments highlighted at this late stage will not normally be considered for funding from 1 April of the following year

Annex C**Provider: NHS Greater Glasgow & Clyde****Service: GUCH****Report format: Annual report**

1. Introduction**2. Activity**

- Report on actual activity against planned, as per Annex A
- The service should also comment on any material variance from agreed activity

3. Waiting times

- Mean waiting time for non-urgent listed patients.
- Range of waiting times for non-urgent listed patients

4. Quality of care

- List of formal complaints over last 12 months and a report of the management of complaints.

5. Clinical audit and outcomes

- An outline of the audit programme applicable to this service agreement
- Aggregated and anonymised data reporting clinical care
- Anonymised summaries of regular audit meetings including the frequency of meetings, disciplines included
- Complications and critical incidents (to include significant events including neurological complications in any unplanned re-operations / interventions)
- Report on progress of participation in international congenital heart defects databases
- Report on progress of participation in the audit undertaken by the Society of Cardiothoracic Surgeons of the UK

Specific issues:

- Re-admission to ITU and/or HDU within inpatient stay
- Second and subsequent surgical /interventional procedures during the same in-patient stay
- All deaths within 30 days at operation /intervention and all hospital deaths related to the cardiac surgery /interventional cardiology irrespective of the timing
- Hospital acquired infections
- Wound infections

6. Teaching and research activities

- Information on publications, etc

7. Financial profile

8. Service developments and future plans

9. Summary and conclusions

Annex D

Provider: NHS Greater Glasgow & Clyde

Service: GUCH

Report format: Financial reporting proforma

	W.T.E.	£
Consultant Cardiologist	[REDACTED]	[REDACTED]
Consultant Cardiac Surgeon		
Anaesthetist		
Liaison Nurse		
Data Manager		
Secretary		
Total Salaries		
Pharmacy Ward	[REDACTED]	[REDACTED]
Pharmacy Theatre		
Ward Salaries/Supplies		
Total Ward / Pharmacy		
Biochemistry	[REDACTED]	[REDACTED]
Bacteriology		
Haematology		
Other		
Total Labs		
Catering	[REDACTED]	[REDACTED]
Portering		
Linen		
Cleaning		
Other Costs		
HLP, Maintenance etc		
Additional ITU bed		
TOTAL COSTS		