


Service Agreement with NHS Golden Jubilee National Hospital

Adult Congenital Cardiac Specialist Service

1 April 2021 to 31 March 2022



**National
Services
Division
(NSD)**

Service Agreement – Scottish Adult Congenital Cardiac Service (SACCS)

1. Terms of Service Agreement

The purpose of this agreement is to set out the commissioner / provider service arrangements between National Services Division (NSD) and Golden Jubilee National Hospital for the delivery of the nationally designated Scottish Adult Congenital Cardiac Service (SACCS). In the context of this agreement, NSD is the Commissioner and Golden Jubilee National Hospital is the Provider.

This agreement is for the period 1 April 2021 to 31 March 2022. It is set within the context of the National Health Service (Scotland) Act 1978 and the Patient Rights Act (Scotland) 2011.

The Provider must notify NSD immediately (or as soon as practically possible and within three working days) if there are any serious concerns including an adverse event, information governance breach or significant non-compliance found during audits against local/national standards or protocols.

On notification of a serious concern, NSD will liaise with the Provider and clarify roles and responsibilities. This will include risk assessment, analysis and planning, and coordination of delivery of actions and sharing of any lessons learned.

The Provider should respond to any written requests for reported matters of concern within five days. When NSD or appropriate auditor requests to visit service premises, it is expected that the Provider facilitate this in a timely manner.

2. National Context

NSD acts on behalf of Scottish Government and NHS Boards to plan for and procure national specialist services. NSD supports the National Specialist Services Committee (NSSC). The remit of NSSC is to advise the NHS Board Chief Executives and through them, the Scottish Government Health and Social Care Directorate on designation and provision of specialist services.

NSD has delegated authority from NHS Boards to develop and progress operational changes in service provision in partnership with providing NHS Boards to ensure sustainable delivery of high quality efficient, effective and timely services.

National funding is top-sliced from NHS Boards' allocations and is a limited resource. To ensure this funding is appropriately utilised, reporting standards as outlined in this agreement are a mandatory requirement for all nationally designated specialist services

The Provider will deliver services to meet demand and ensure best possible quality and value from the resources invested in the NHS as outlined in *A National Clinical Strategy for Scotland* (Scottish Government 2016).

The Provider is expected to demonstrate alignment with the *Chief Medical Officer's Realising Realistic Medicine* principles. This includes, putting the patient at the centre of decision making, encouraging a personalised approach to care, reducing harm and waste, tackling unwarranted variation in care, and innovating to improve.

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3. Service Specification

3.1 Service overview and objective

The Scottish Adult Congenital Cardiac service (SACCS) provides comprehensive quaternary care for people from aged 16 years with a diagnosis of congenital heart disease.

SACCS aims to assess all adults with congenital heart disease (ACHD) at least once to improve life expectancy and quality of life for / by:

- ensuring smooth transition from paediatric to adult care
- providing timely and accurate diagnosis
- agreeing multi-disciplinary treatment plans with patients and their families
- undertaking safe and effective congenital heart surgery and catheter intervention
- ensure care co-ordination that meets the informational and psychological needs of patients and their families

3.2 Population

The service is provided for adults resident in Scotland with complex congenital heart disease. Congenital heart disease can be diagnosed antenatally, during childhood or be undetected into adult life. Most people with this condition will require access to expert care and advice throughout their life.

The demographics of congenital heart disease are changing due to increasing survival of children into adult life. There are increasing numbers of adults with congenital heart disease with the English prevalence of more than 4 per 1000 adults. The number of patients with complex disease is increasing with 10% of the adult congenital heart disease population now falling within the complex group. (Using these statistics and the current population statistics of Scotland having a population of 5,295,000 with 83.9% age 16 or over, then there are approximately 17,770 adults with congenital heart disease in Scotland with 1,777 deemed to have complex disease.)

<https://www.england.nhs.uk/wp-content/uploads/2018/08/Congenital-heart-disease-standards-and-specifications.pdf>

3.3 Scope of service

3.3.1 In Scope

- Transition from paediatric cardiac services
- Multidisciplinary team assessment
- Diagnostic investigations
- Therapeutic cardiology and cardiac surgery procedures
- Referral for highly specialised procedures for example cardiopulmonary transplant
- Outreach specialist follow up with regional or local services for people with congenital heart disease
- Obstetric pathway including assessment and review
- Co-ordination of palliative care pathways and end of life care where appropriate

3.3.2 Out of Scope

- Patent Foramen Ovale procedures
- Investigational drugs and procedures that are part research

3.3.3 Inclusion criteria

- Young people transition from paediatric services from 16 years
- Adults with diagnosis of congenital heart disease

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- Adults with a diagnosis of pulmonary hypertension related to congenital heart disease

3.3.4 Exclusion criterion

- Routine assessment of Marfan syndrome and other aortopathy syndromes (but including the pre-operative and peri-operative care)

3.4 Service description / pathway

The pathway is attached as Appendix 1.

3.4.1 Referrals / Entry point to service

Referrals to the service will be accepted from throughout Scotland from:

- secondary and tertiary care consultants including cardiology and obstetrics
- transition from paediatric cardiac services
- general practitioners for people with confirmed / known diagnosis
- patients with established ACHD diagnosis transferring from outwith Scotland

Following receipt, the referral will be triaged for urgency and appropriately listed. If clinically appropriate in-patient facilities will be available to monitor and stabilise the patients

There must be liaison between the Provider and the local referring services to ensure seamless patient transitions.

3.4.2 Assessment

Multi-disciplinary team (MDT) assessment for:

Transition includes:

- formal baseline assessment
- agreeing treatment and review plan
- ensuring care co-ordination and ensuring informational and emotional needs of young person and family are met

New diagnosis includes:

- following clinical assessment, agreeing timely diagnostic interventions and ensuring timely access to cardiac imaging
- for selected patients access to a comprehensive in-patient assessment
- agreeing and recording MDT treatment plan including pharmacology, cardiac catheterisation and surgical procedures
- communication of written treatment plan to patient and their family
- seamless co-ordination to interventional procedures as appropriate
- referral to appropriate specialist, such as pulmonary hypertension team or highly specialist interventions for example cardiopulmonary transplant
- Pre-pregnancy counselling and contraceptive advice
- referral for dental care prior to any invasive procedure
- discharge to referring clinician if patient not confirmed with congenital heart disease

3.4.3 Surgery and cardiac interventions

The Provider will have the required workforce expertise and facilities to deliver the range of surgical and catheter interventions including imaging, theatre and critical care infrastructure. Care delivered in this setting will ensure:

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- ACHD surgery delivered by trained congenital cardiac surgeons with appropriately trained anaesthetic cover
- ACHD trained cardiologists providing a range of interventions including cardiac catheterisation, device therapy, electrophysiology ablation and pacing
- Hybrid working between cardiac surgeons and interventional cardiologist will be expected for complex interventions
- Emergency cover will be required to optimise safe and effective clinical management

On occasions, out of Scotland referrals for highly specialised procedures is expected including complex electrophysiology, congenital cardiac transplantation, Fontan conversion and complex aortic or valve procedures

It is acknowledged that people with ACHD do not follow a linear pathway and require serial assessment and medical management at varying intervals from one month to five years so that the optimum timing for intervention can be determined.

3.4.4 Nursing and psychological support

The Provider will offer person centred ACHD services, focused to the individual and their family's physical, psychological and information needs. Specifically, the provision of:

- Access to specialist nursing intervention and emotional support throughout the patient journey including providing availability for on-going telephone advice
- Nursing leadership and capacity to deliver an effective and person centred transition pathway
- Assessment of psychological needs and access to appropriate interventions to promote well-being and improved quality of life
- Effective end of life / palliative care planning where appropriate. Patients', who are identified as end of life, are managed to relieve clinical symptoms whilst in our care. The SACCS team may refer to local hospice support, local palliative care teams and where necessary facilitate the discharge to home and ongoing support required.
- Written or electronic care plans and multi-modality access to evidence based, culturally sensitive and developmentally appropriate information

3.4.5 Discharge following intervention/procedure

A robust discharge planning protocol should be in place and regularly audited. This should include established pathways and communication mechanisms with referring clinicians and GPs and other appropriate professionals to ensure safe and effective immediate and long-term care. Protocols for integrated care post-discharge will be shared with all professionals involved in the care of the individual.

Communication with GPs must be timely and easily accessible. In particular, arrangements for the prescription of medications must be explicit to ensure clarity and patient safety.

3.4.6 Review and Follow up

The SACCS framework for review and follow up is set within context of effective shared care with local NHS Board clinical teams. Appropriate levels of follow up can be guided by definitions of anatomical complexity.

- Simple – care provided by local cardiologist/ primary care
- Moderately complex – shared care delivered by local ACHD services and SACCS
- Severely complex - SACCS led care for life

The Provider will demonstrate adherence to agreed clinical protocols for follow up and review which include the commitment to outreach clinics.

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3.4.7 Discharge / exit point from service

The following indications will guide discharge from SACCS:

- Post device intervention for defined simple procedures
- Post-surgical for aortic valve procedures +/- aortic intervention if uncomplicated
- Palliative/ end of life care

3.5 Interdependencies with other services

Optimum delivery of the service requires effective working relationships with:

- Scottish Paediatric Cardiac Service
- Scottish Pulmonary Vascular Unit (SPVU)
- Scottish National Advanced Heart Failure Service(SNAHFS)
- Regional cardiology pathways, capacity and delivery
- NHS England highly specialised surgical and transplant centres

3.6 Activity Levels

The agreed indicative level of activity for this service is:

Interventional cardiology procedures	120
Diagnostic	60
Interventional	60
Surgical procedures	120-130
Cardiac MRIs (reviews, follow up and diagnostics)	650
Pulmonary hypertension patients	45
Consultations (assessment and follow up)	1400
Obstetrics (new and return patients)	172
Transition - (this does not represent the transition population and it likely that this number may increase)	64*

*It is noted that this number represents the number of appointments, but does not represent the target population which is significantly higher; numbers could increase over time.

NSD in partnership with the Provider will continually review the services' ability to meet indicated levels and consider and agree variations required. This will include any associated changes to the financial profile.

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3.7 Performance and Clinical Outcomes

The service will develop and agree with NSD, specific performance and quality measures to give assurance of service quality, effectiveness and performance, impact and health gain. NSD will monitor these measures on an ongoing basis and will reserve the right to request improvement plans where appropriate, and will expect evidence of improvement over an agreed time period.

To facilitate the delivery of the quality ambitions, the six domains of quality offer a framework to measure and assess the service against specific performance and quality measures. The adult congenital cardiac service is expected to report on the following:

Six Domains of Quality	Indicators/Metrics
Performance Measures:	
Equitable: Providing care that does not vary in quality because of personal characteristics such as gender, ethnicity, geographic location or socio-economic status	<ul style="list-style-type: none"> Assessments Procedures by NHS Board
Efficient: Avoiding waste, including waste of equipment, supplies, ideas, and energy	<ul style="list-style-type: none"> % of patients to be seen in outreach Reduction in DNA – 1% of the previous year's DNA rate
Timely: Reducing waits and sometimes harmful delays for both those who receive care and those who give care	<ul style="list-style-type: none"> Waiting times from listing to procedure % review patients appointed within 4 weeks of recall date
Clinical Outcomes	
Effectiveness: Providing services based on scientific knowledge	<ul style="list-style-type: none"> Target for transition assessment– 20% year on increase 90% MDT quorate outcomes recorded – peer review standards
Safe: Avoiding injuries to patients from care that is intended to help them	<ul style="list-style-type: none"> Specify NCHDA measures and benchmark - yes/no: within UK benchmark of NICOR measures-- service to specify in report Mortality rates- benchmark to fit UK acceptable rate
Patient focused Outcomes	
Person-Centred: Providing care that is responsive to individual personal preferences, needs and values and assuring that patient values guide all clinical decisions	<ul style="list-style-type: none"> % patients who receive / complete patient experience questionnaire for virtual clinics and nurse led transition clinics. Upheld complaints less than 2% a year

The Provider should contribute, where applicable, to national clinical registries. Data from national registries should be incorporated into reportable clinical outcomes and support benchmarking of adult congenital cardiac service.

4. Regulation, Quality and Performance

4.1 Standards and Guidelines

The Provider must adhere to national and NHS Board policies and procedures to deliver a safe, effective and sustainable service that evidences effective clinical governance.

Including:

4.1.1 National Context

- **Clinical Governance and Risk Management Standards** (NHS QIS 2005) which have been developed to support NHS Scotland in the delivery of safe, effective and patient-focused services.
- **The Healthcare Quality Strategy** (Scottish Government 2010) has been developed to ensure delivery of the highest quality healthcare services.
- **Health and Social Care Standards**, (Scottish Government 2017) which set out what patients should expect when using health, social care or social work services in Scotland. They seek to provide better outcomes for everyone; to ensure that individuals are treated with respect and dignity and that the basic human rights are upheld.
- **Duty of Candour** (2018) as provided in the **Health (Tobacco, Nicotine etc. and Care) (Scotland) Act 2016** ensuring that every healthcare professional must be open and honest with patients when something goes wrong with their treatment or care causes, or has the potential to cause, harm or distress.
- **The Patient Rights (Treatment Time Guarantee) (Scotland) Directions** (Scottish Government 2019)

4.1.2 Service Specific

Adult congenital heart disease (ACHD) guidance includes:

- Specialist Adult Congenital Heart Disease Standards, National Services Division, 2018
- The adult congenital heart disease surgery and intervention definitions provides recommendations from a Joint Working Group of the British Congenital Association and British Cardiovascular Intervention Society

4.2 Safety and Governance

The Provider must operate in a system that functions within a transparent clinical governance framework. The Provider must notify NSD of a designated lead clinician to provide assurance and accountability for the service.

The Provider must comply with **Healthcare Associated Infection (HAI) Standards**, (Healthcare Improvement Scotland 2015) and Healthcare Environmental Inspectorate requirements which support healthcare associated infection services in monitoring their performance and driving improvement across NHS Scotland. Any matters of concern should be reported to NSD.

4.2.1 Risks, Issues and Adverse Events

The Provider must adhere to NHS Board policies and procedures that evidence effective management of risk, issues and adverse events:

Risk and issue management

- The Provider is responsible for mitigating risks, managing issues identified within the nationally designated service. The Provider must comply with the principles of effective risk management.

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- Potential threats to and challenges within systems should be identified at strategic and operational levels. The risks and issues should be entered onto a risk register and control measures should be reviewed at regular intervals.
- The risk and issue register for the service should be referenced in the annual report and any significant risks or issues highlighted. It is expected that the service will detail the mitigation actions in relation to the risks identified and this will be discussed as part of the annual performance review.

Management of adverse events

- The Provider will comply with national guidelines for managing significant adverse events ***Learning from adverse events through reporting and review: A national framework for Scotland***, (Healthcare Improvement Scotland 2019) to support effective management of adverse events and drive improvements in care across Scotland.
- If a significant adverse event occurs, the Provider should inform NSD with immediate effect (for other adverse events these should be reported within three working days). Thereafter the Provider and NSD will agree the lead investigating organisation, roles and responsibilities of each party.
- The Provider must comply with the principles of Duty of Candour, ensuring transparency with patients, carers and colleagues when an adverse event occurs which causes, or has the potential to cause, harm or distress.

4.2.2 Contingency Planning

The Provider must have appropriate contingency plans in the event of any incidents which would impact on delivery of the service. For example, adverse weather, power failure, illness of staff, outbreak of infection, industrial action, failure of essential facilities or specialist equipment.

If an incident occurs, the Provider will assess what essential services must be delivered in line with contingency plans. The Provider must advise NSD of the situation and discuss the contingency requirements.

4.3 Audit and performance outcome monitoring

The Provider will ensure and demonstrate the high quality of the service and constantly seek improvement through systematic clinical audit and use of improvement methodologies.

NHS Scotland's approach to improving the quality of healthcare is set out in the ***Healthcare Quality Strategy for Scotland*** (Scottish Government 2010) and outlines the three quality ambitions for health service across NHS Scotland:

- **Safe** - There will be no avoidable injury or harm to people from healthcare, and an appropriate, clean and safe environment will be provided for the delivery of healthcare services at all time
- **Person-Centred** - Mutually beneficial partnerships between patients, their families and those delivering healthcare services which respect individual needs and values and which demonstrates compassion, continuity, clear communication and shared decision-making
- **Effective** - The most appropriate treatments, interventions, support and services will be provided at the right time to everyone who will benefit, and wasteful or harmful variation will be eradicated

NSD will monitor service specific reportable measures as outlined in section 3.7. Additional baseline quality standards, performance targets and indicators established by the Provider should be also be referenced in Annual Report.

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4.4 Quality Improvement

The Provider is expected to encourage a culture of audit and continuous improvement. NSD will reserve the right to request improvement plans where appropriate, and will expect evidence of improvement over an agreed time period.

4.5 Person Centred Care

The Provider will deliver a person centred and responsive service, assessing individual needs and consider what would most benefit their health and wellbeing. Patients and their families should be encouraged to take part in decisions about their health and wellbeing and provide them with the information and support to do so as set out in *the Patient Rights (Scotland) Act 2011* and *The Patient rights and responsibilities Charter* (Scottish Government 2019).

The Provider will seek to engage patients and carers in all aspects of care and provide detail of Patient Reported Outcome Measures (PROMS) and Patient Reported Experience Measures (PREMS). It is expected that the service will advise NSD on patient engagement activities, including reporting on surveys, audit and improvements in care directly related to patient and carer feedback.

Treatment specific and 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. Person-specific communication should be done verbally by the relevant health care professional. It should, as a minimum, cover the following subject areas:

- the team who will provide their care
- assessment procedures
- treatment options and choices with risks identified
- support and information services available at both local and national level
- practical arrangements – including proposed patient journey, likely length of inpatient stay and discharge and follow up procedures

4.6 Information Governance

4.6.1 Data protection

The Provider must comply with current Data Protection legislation including the requirements of the *Data Protection Act (2018)* and the *General Data Protection Regulation (GDPR (EU) 2016/679)* and apply the governing principles outlined in the *Caldicott Guardians: Principles into Practice* (NHS Scotland 2011) for management of personal data. The Provider will, as required,

- Inform NSD of the names and contact details of the NHS Board Caldicott Guardian and Information Governance Lead
- Comply with the *Data Sharing Code of Practice* (Information Commissioner's Office 2020), including protocols in fair processing of information and reporting serious data breaches to the IGC Office.
- Advise NSD of any serious data breaches, including details of risk and impact on the individual(s)
- Annually audit its information governance practice against the *Information Sharing Governance Toolkit Scotland* (Scottish Government 2019)
- Apply guidance on the *Information Security Policy Framework*, (Scottish Government 2019) and *Records Management; NHS Code of Practice*, (Information Governance Alliance 2016)

The Provider will be the data controller for personal data collected and processed for the purpose of delivering the service. The Provider will ensure that all staff will be trained in safe information handling and aware of their responsibilities in relation to confidentiality.

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For quality monitoring and performance management reporting requirements, the Provider should submit anonymised or aggregated data which does not disclose personal patient identifiable information. Only in exceptional circumstances will patient identifiable information be requested by NSD.

4.6.2 Freedom of Information (FOI) and Environmental Information Regulations (EIR)

In line with the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004, the Provider should underpin the principles of the Act by encouraging behaviour which is open and transparent and therefore increases public trust.

Where the Provider receives a request for information relating to the service, it will provide NSD with a copy of the response issued if NSD are quoted in the response.

Where NSD receives a request in relation to the service, the Provider will give any assistance required by NSD in forming the response to the request. NSD will ensure that the Provider is given notice of any intended disclosures under FOI or EIR in relation to the service that they provide.

4.7 Complaints

The Provider must publish, maintain and operate a complaints procedure in compliance with the *Scottish Public Services Ombudsman Model Complaints Handling Procedure (2017)*.

The Provider must provide clear information to patients, carers and families, and display prominently in the services environment on how to make a complaint.

4.8 Equality

The Provider must comply with the requirements of the Equality Act 2010. The Provider must not discriminate between or against patients on the grounds of age, disability, gender, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other non-medical characteristics.

The Provider must provide appropriate assistance and make reasonable adjustments for service users, carers and legal guardians who do not speak, read or write English or who have communication difficulties (including visual, hearing, oral or learning impairments). The Provider must carry out an annual audit of its compliance with this obligation and must demonstrate at the extent to which service improvements have been made as a result.

5. Workforce

5.1 Compliance with national employee policy and guidance

The Provider must apply principles of the staff governance guidance outlined in the NHS Scotland Staff Governance Framework (2012) and good employment practice detailed in the Partnership Information Network (PIN) policy framework.

The Provider has an obligation to ensure:

applicable staff are registered with appropriate professional bodies and where required, have completed their revalidations

- application of safe pre and post-employment checks
- staff are aware and adhere to NHS Board policy in relation to the acceptance of gifts and hospitality

5.2 Staffing

The Provider must demonstrate safe and sustainable staffing levels, which will include:

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- skill mix and staffing establishment determined using validated workforce tools, benchmarking and relevant guidance where appropriate
- ensuring that registered and non-registered staff are sufficiently qualified and experienced and can access appropriate training when required. Training for staff will be funded by the Provider
- ensuring that services meet national absence target by having effective attendance management processes in place
- All staff must be subject to the local occupational health policy which adheres to best practice

The Provider must have a programme in place to support absence and maternity leave for staff. The national funding for nationally designated specialist services does not include any provision to cover the cost of additional resources that may be required as a result of sickness, annual leave, maternity leave or any other absence. It is the responsibility of the Provider to ensure that there are adequate staffing levels in place to support the service.

The Provider must nominate and advise NSD of contact details of the lead clinician and responsible senior manager and advise when there are any changes to personnel in respect of these roles.

6. Facilities

The Provider is responsible for ensuring safe and sustainable facilities to support delivery of the nationally designated service and must ensure that there is a planned programme for the maintenance of buildings and associated facilities.

The Provider premises will comply with all relevant legislation and standards outlined by the Health & Safety Executive and Healthcare Improvement Scotland, Healthcare Environment Inspectorate.

The Provider must take all reasonable steps to minimise its adverse impact on the environment in line with the **Policy on Sustainable Development (NHS Scotland 2012)** and demonstrate progress on climate change adaptation, mitigation and sustainable development and influencing and encouraging patients, visitors, staff and suppliers to behave in a sustainable manner.

6.1 Equipment

It is the Provider's responsibility to ensure that an equipment replacement programme is in place to allow the continued delivery of the service. Capital is allocated directly to NHS Boards but NSD is responsible for funding the revenue consequences of capital purchases. NSD must be consulted when the Provider wishes to invest capital for national services to ensure that NSD can support the revenue consequences of the investment in future years.

7. Research and Development

It is expected that all nationally designated specialist services, facilitate a continuous programme of research, development and quality improvement in line with routine day to day service delivery.

The service should contribute to the Provider's Research and Development workplan and gain benefit from the partnership working between NHS Boards and the Chief Scientists Office to support the infrastructure to allow clinical research, application of best practice and processes that support efficient and effective working

As indicated in section 4.3. The service must continuously demonstrate that they are delivering the service in an evidenced and cost effective manner, by auditing performance and applying best practice to support efficient, effective and innovative working.

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8. Reporting and review

The Provider must submit the agreed reports within the specified timescales. Further information may be requested by NSD in relation to the service and it is expected that the Provider will respond to these requests within agreed timescales.

The Provider is responsible for the provision of information to NSD and for the validity, accuracy and timeliness of all returns and data. NSD must not receive in patient identifiable data in any reports which could be subject to public scrutiny.

8.1 Reporting timetable

The Provider will supply the following reports on the progress of the service agreement throughout its duration:

Report	Date due	Format for report
Monthly	10th day of the following month	Annex A
Mid Year report	31 October	Annex B
Nine month finance report	31 January	Annex C
Annual report	31 May	Annex D

Reports should be sent to [REDACTED] [@nhs.scot](mailto:[REDACTED]@nhs.scot) (and not to individual NSD staff).

It is the Provider's responsibility to ensure that all reports are received within the agreed timescales. Failure to submit reports on time will impact on NSD's ability to reconcile funding to expenditure and fulfil the obligation to report to NHS Board Chief Executives on usage and performance of the designated service.

8.2 Annual Performance Review

An annual performance review will be undertaken each year by NSD based upon ongoing discussions and the annual report. The extent of the review meeting will depend on each service's circumstances.

The Provider is expected to work with NSD, when requested, to schedule the annual performance review meeting within an appropriate timeframe and ensure that all required personnel are present.

8.3 Commissioning review process

NSD undertakes reviews of each national designated service on a rolling programme of 3-5 years to ensure that each service is delivering the most clinically and cost effective service and in line with the original designation objectives. The Provider will be expected to participate in all commissioning reviews of the service.

9. Financial arrangements

9.1 Agreement structure & basis of funding

This funded profile takes the form of a cost and volume agreement under which the Provider will be entitled to receive an agreed sum reflecting the actual fixed costs of the service, together with an amount to cover the actual variable costs incurred in the delivery of activity by the service.

Funding for the first quarter of the financial year will be transferred during the June month end, with subsequent transfers completed on a monthly basis.

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Initially, revenue transfer values will be calculated on the basis of the indicative budget that has been agreed and detailed in this Agreement. However, on receipt of the 6 month and 9-month finance reports, and as long as variations in activity and cost are within 10% of indicative values, funding transfers will be adjusted to bring funding in line with year to date actual costs and full year expenditure forecasts.

The Provider's finance team will be contacted in early April to agree outstanding balances and funding mechanisms will be put in place to ensure that the final funding level for the year matches the actual costs incurred by the service.

Should it become apparent, at any point during the year, that activity and/or costs are likely to differ significantly from the indicative levels set out in this agreement (for the purpose of this agreement, material variations in activity and expenditure will be assumed to be +/-10%) then the onus is on the service to contact NSD and initiate negotiations around activity and funding, for both the current year, and for future years (if it is felt that any material variations are likely to be long term).

9.2 Funded value of agreement

The total indicative funded value for the service in 2021/22 is £[REDACTED]. This is based on expected pay and price levels for 2021/22 and the levels of activity set out in section 3.6. (Should this agreement cover more than one year, the value of the profile for future years will be reviewed in line with any funding uplifts, or increased savings targets announced by the Scottish Government Health and Social Care Directorate).

A full breakdown of the funded value is available in Annex E.

9.3 Cost shifting & 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 NSD.

9.4 Capital funding

It is the Provider's responsibility to ensure that a capital and equipment replacement programme is in place to ensure the continued delivery of the service. Capital is allocated directly to NHS Boards but NSD is responsible for funding the revenue consequences of capital equipment purchases. NSD must be consulted when the Provider wishes to invest capital for national services to ensure that NSD can support the revenue consequences of the investment in future years.

NSD receives a nominal capital allocation to augment the capital replacement programme put in place by the Provider. This allocation is to ensure that any dated or failing equipment can be replaced before service delivery is compromised. The allocation does not cover buildings or infrastructure. The Provider will therefore ensure that the service has a planned programme for the maintenance of the buildings and facilities.

The Provider will be invited to submit applications for capital investment by June of each year. Applications must be submitted by the Provider's management team. NSD will undertake a prioritisation process and will allocate the capital funds to Providers where there is risk to delivery of the service. Procurement must be completed before the end of the financial year.

Minor capital (items under [REDACTED] including VAT) is funded by revenue. All minor capital purchases not explicitly included in the indicative baseline should be requested in a business case to NSD.

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9.5 Charging for other UK residents

Assuming that there is no diminution in the service made available to Scottish residents, UK residents may be treated under this agreement. 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.

9.6 International patients

Treatment of international residents through reciprocal health arrangements is the responsibility of the host NHS Board and, as such, is excluded from the baseline of all national agreements. [Note: this includes the Republic of Ireland and the Isle of Man, for whom the Provider must make funding available.

Anyone not covered by reciprocal health care agreements is considered a private patient 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.

10. Changes to terms of the agreement

10.1 Changes to service specification

Significant changes as to how the service is delivered (for example which treatments are offered or conditions treated) will be only made following the submission of a business case to NSD and approval by NSSC. There must be formal written agreement between NSD and the Provider before changes are implemented.

Other significant changes to the service may result as a recommendation from a major review. These changes will only be applied following approval by NSSC and written agreement between NSD and the Provider on a plan for implementation.

10.2 Notification times

Changes to the terms of the agreement will only be made following formal written agreement between NSD and the Provider unless there are exceptional reasons for deviating from this procedure. Minimum notification times are:

- Six months' notice of any proposed changes in the agreement which require a reduction in staffing
- Two months' notice of any other material changes by either NSD and/or the Provider

Changes to the terms of the agreement will be considered in the event of unforeseen circumstances such as:

- The occurrence of major incident
- Emergency needs
- A major outbreak of illness or infection
- Industrial action

10.3 Sub-contracting

No sub-contracting shall be undertaken without the prior agreement in writing from NSD.

11. Resolution of disputes

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

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When a resolution cannot be reached, this will be escalated to the relevant group or committee to resolve e.g. National Specialist Services Committee, Scottish Government, Scottish Association of Medical Directors as appropriate.

12. Distribution

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

**For and on behalf of the
Scottish Government**

Signature

Block Capitals SUSAN BUCHANAN

Designation DIRECTOR

National Services Division

Date- 07/05/2021

**For and on behalf of
NHS Golden Jubilee National Hospital**

Signature

Block Capitals ALEX MCGUIRE

Designation DEPUTY DIRECTOR, HEART LUNG AND DIAGNOSTICS

NHS Golden Jubilee National Hospital

Date 17/05/2021

Signature

Block Capitals Dr Niki Walker

Clinical Lead

Date 21/05/2021

Service Agreement – Scottish Adult Congenital Cardiac Service (SACCS)

Annex A

Provider: NHS Golden Jubilee National Hospital

Service: Scottish Adult Congenital Cardiac Service

Report format: Monthly Reporting

Activity	Month xx
Surgical Procedures	
Diagnostic Catheter Procedures	
Interventional Catheter Procedures	
Consultant Appointments	
Obstetrics Appointments	
Transition Appointments	

Waiting Times	Month xx		
	Total on W/List	Median Wait	Maximum Wait
Surgical Procedures			
Diagnostic Catheter Procedures			
Interventional Catheter Procedures			

Any risks or issues:

Provider: NHS Golden Jubilee National Hospital

Service: Scottish Adult Congenital Cardiac Service

Report format: Six month report

1. Report of Actual V Planned Activity:

Information on referrals, assessments and admissions for treatment must be broken down by NHS Board of residence.

2. Notification of anticipated problems.

Identify any issues in relation to any of the following areas which may be impacting on the performance of the service:

Resources, Workforce, Waiting/Response Times, Audits, Performance & Clinical Outcomes, Risks & Clinical Governance issues, Adverse Events, etc.

3. Potential developments in future years with financial implications.

Service to indicate developments with potential financial implications for future years.

4. Financial report (as below):

This section should detail expenditure to date against funded value and explain any significant variances from planned including yearend financial outturn.

	<i>Agreement value to 30 September</i>	<i>Actual expenditure to 30 September</i>	<i>Projected outturn to 31 March</i>
Costs as per Annex E			
Total			

Service Agreement – Scottish Adult Congenital Cardiac Service (SACCS)

Annex C

Provider: NHS Golden Jubilee National Hospital

Service: Scottish Adult Congenital Cardiac Service

Report format: Nine month report

Financial projections

	Agreement value to 31 December	Actual expenditure to 31 December	Projected outturn to 31 March
Costs as per Annex E			
Total			

Comment on any material variances from planned expenditure

Forward year baseline

	Current NSD funded value	Proposed baseline	Variance
Costs as per Annex E			
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

Provider: NHS Golden Jubilee National Hospital

Service: Scottish Adult Congenital Cardiac Service

Report format: Annual report

- 1. Service Delivery**
 - 1.1 Overview of service
 - 1.2 Service Description
- 2. Activity Levels**
- 3. Performance and Clinical Outcomes**
 - 3.1 Equitable
 - 3.2 Efficient
 - 3.3 Timely
 - 3.4 Effectiveness
 - 3.5 Safe
 - 3.6 Person centred
- 4. Quality and service Improvement**
- 5. Governance and Regulation**
 - 5.1 Clinical Governance
 - 5.2 Risks and Issues
 - 5.3 Adverse Events
 - 5.4 Complaints and Compliments
 - 5.5 Equality
- 6. Financial reporting and workforce**
- 7. Audit & Clinical Research / publications**
- 8. Looking ahead**

Service Agreement – Scottish Adult Congenital Cardiac Service (SACCS)

Annex E

Provider: NHS Golden Jubilee National Hospital

Service: Scottish Adult Congenital Cardiac Service

Report format: Financial Reporting

	w.t.e.	2021/22
Staff Costs		
Consultant Cardiologist		
Consultant Cardiac Surgeon		
Consultant Anaesthetist		
Consultant Anaesthetist (EP Lists)		
Cardiac Physiologist		
SACCS Fellow		
Medical	6.75	
Liaison Manager Band7		
Clinical Nurse Specialist Band7		
Transition Nurse Band7		
Ward Nursing		
CICU Nursing		
Nursing	9.00	
Data Manager		
Secretary (Band4)		
Admin (Band3)		
Admin / Clerical		
TOTAL STAFF COSTS	19.75	
Ward		
Theatre		
Cath Lab (EP Lists)		
MRI Sessions		
GA Sessions		
Pharmacy Supplies		
Ward Supplies		
Sub Total		
Devices		
Named Drug Costs		
Sub Total		
Biochemistry		
Bacteriology		
Haematology		
Other		
Labs		
Catering		
Portering		
Linen		
Cleaning		
Other Costs		
General Services		
Maintenance		
Capital Charges		
Overheads		
TOTAL COSTS	19.75	

Notes: The above profile is based on expected uplift levels for 2021-22, and may be adjusted when actual uplift levels are agreed. Profiles for future years, will be added when uplift levels have been agreed for those years.

Scottish Adult Congenital Cardiac Service Outpatient Pathway

Appendix 1

