



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

and

[THE PROVIDER]

SERVICE LEVEL AGREEMENT

**PART 2 OF AGREEMENT – SERVICE SCHEDULES
(ACUTE HOSPITALS)**

Section 38 Health Act 2004

TABLE OF CONTENTS

REF_Ref125342332 \r * MERGEFORMAT 6.....	11
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SCHEDULE 1

Contact Details

Part A – The HSE	
Name of Regional Director of Operations	
Address:	
Name of Network Manager	
Address:	
Telephone Number:	
Fax Number:	
E-mail:	
Main contact person: <i>(This is the nominated key contact person who will have operational responsibility for the contract)</i>	
Authorised signatory: <i>(This is the person who has been assigned responsibility for signing service agreements)</i> <i>This should not be confused with the authorised signatory for Garda vetting.</i>	
Corporate Contact:	Tom Finn, Asst. National Director.
Address:	Dr. Steeven's Hospital, Dublin 8.
Telephone Number:	01 635 2000
E-mail:	tom.finn1@hse.ie

Part B – The Provider¹	
Hospital CEO/Secretary Manager:	
Hospital Address:	
Legal status:	
Registered charity status:	
Registered charity number:	
Registered company number: (if applicable)	
Tax clearance number:	
Main contact person – name and position title:	
Board Chairman:	
Authorised signatory – name and position title:	
Address:	
Telephone number:	
Email:	
Finance Contact:	
Address:	
Telephone Number:	
E-Mail:	
H.R. Contact:	
Address:	
Telephone Number:	
E-mail:	
Performance Management Contact – name and title:	
Address:	
Telephone Number:	
E-mail:	
Emergency Contact – name and title:	
Address:	
Telephone Number:	
E-mail:	

¹ HN Manager to ensure that all of Part B is completed, or place a note on file explaining why any aspect is not applicable to the Provider.

SCHEDULE 2

Quality and Standards

1. Principles Underpinning Quality and Standards

The Parties agree that in carrying out their respective obligations under this Agreement they shall each agree to:

- (a) Comply with all relevant current and future statutory regulations including EU Directives relating to quality and standards of service and provision of information.
- (b) Work collaboratively to identify respective lines of responsibility and accountability for implementation of quality and standards.
- (c) Build organisational capabilities by promoting a continuous quality improvement culture to provide a quality efficient and effective patient focused service.
- (d) Develop guidance and standards that are based on evidence-supported best practice that support the delivery of high quality, safe and effective care to patients.
- (e) Establish effective relationships with the Health Information Quality Authority (HIQA), the Irish Society for Quality in Healthcare, the Irish Medicines Board, Health and Safety Authority, and the Medical Council and other relevant organisations to improve the quality and safety of services.
- (f) Participate in initiatives and provide information to facilitate benchmarking nationally.
- (g) Promote and implement quality assurance and improvement programmes such as participation in external quality assurance schemes, conforming to international standards, participation in accreditation programmes, peer review and service audits including national hygiene audits.
- (h) Assure through service level agreements, the quality and standard of all services provided by external providers.

2. External Assurance

The Executive shall support and encourage the Provider to participate in all relevant external assurance programmes such as the Irish Health Services Accreditation Board's programme, ISO9000 standards and other appropriate service quality improvement initiatives.

3. Information and data provision

The Parties agree that in carrying out their respective obligations under this Agreement they shall each agree to:

- (a) Comply with all relevant current and future obligations relating to provision of information to the HSE in accordance with the format and timescales provided.
- (b) Participate in initiatives and provide information to facilitate efficiency and effectiveness benchmarking nationally.
- (c) Promote and implement information quality assurance schemes as conforming to standardised data definitions, participation in data audits, external inspection of data, etc.

The Health Information Quality Authority (HIQA)

- (d) The Parties are required to work with HIQA to promote and implement structured programmes of quality assurance to ensure that standards of safety and quality are adopted by and embedded within the service and that value for money in the delivery of health and personal social services is achieved.
- (e) The Provider shall agree to provide information to HIQA in accordance with the Health Act 2007.

Safeguarding of Service Users

- (f) The Provider will provide the Services to Service Users without discrimination on account of race, sex, sexual orientation, colour, religion, national origin, age, physical or mental illness, intellectual disability or physical disability.
- (g) The Provider shall undertake to improve and assure the quality of clinical services for Service Users through a framework of clinical governance.

Codes of Practice

- (h) The Provider shall implement and keep under review codes of practice, including local and national codes of practice associated with the services. Such codes of practice will be supplementary to and shall not affect existing statutory requirements and relevant legislation.
- (i) The Provider shall comply with codes of practice with a view to continuous quality improvement.

Clinical Governance

- (j) The Provider shall implement and keep under review a plan of development of clinical governance relating to all the Services.

4. **Quality and Standards Development Plan**

- (a) The Provider shall, in agreement with the Executive, develop and implement a *Quality and Standards Development Plan* which specifies annually the actions the Provider shall take to improve quality and standards.
- (b) The Quality and Standards Development Plan shall involve:
 - (i) Completing a review of the Services to identify priority areas for improvement;
 - (ii) Identifying actions to be taken and expected outcomes;
 - (iii) Specifying tools such as external assurance, accreditation, benchmarking, clinical and other services audits, risk assessments, incident monitoring and other appropriate tools which shall be used to implement the plan;
 - (iv) Specifying resources that will be required to deliver outcomes;
 - (v) Identifying performance measures to monitor, evaluate and review the plan.

5. **Monitoring of Quality and Standards**

- (a) The Provider shall monitor implementation of the Quality and Standards Development Plan, which shall be reviewed in line with the overall review procedures of this Agreement.
- (b) The Provider shall, in agreement with the Executive, participate in external monitoring of service standards and quality audits. Recommendations from such audits shall be implemented through the Quality and Standards Development Plan.
- (c) The Provider shall be encouraged to monitor Service User satisfaction through mechanisms such as surveys, focus groups, links with advocacy or patient representative organisations, monitoring of complaints and any other appropriate reviews as agreed from time to time with the Executive. ■

6. **Completion and Review of Quality and Standards Development Plan**

- (a) Plan to be completed by: [insert date]
- (b) Reviews to be completed: [insert dates of reviews]

7. **Mission Statements**

The mission of the Health Service Executive is:

To enable people live healthier and more fulfilled lives.

The mission of the Provider is:

[Insert details here - the Provider...]

8. Review

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

Review Date	Comments

Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

SCHEDULE 3

Service Delivery Specification

Guidance Note

(I) Purpose of this Schedule

This Schedule is intended to specify the health and personal social services which will be provided by the Provider in consideration for the Funding (as set out in Schedule 6) provided by the Executive. The performance of the Services will be monitored as set out in Schedule 4 (Performance Monitoring).

(II) Broad Principles of Service Provision

In identifying the Services to be provided both Parties should be guided by the following principles:

- (a) Improving health and patient care;*
- (b) Providing patient centred care in accordance with the National Health Strategy Quality and Fairness: A Health System for You and other policies as determined by the Executive and others;*
- (c) Planning services to take cognisance of patient/user requirements at the pre treatment, treatment, recovery, discharge and follow up stages of the patient journey;*
- (d) Compliance with legal responsibilities and obligations including the Health Acts 1947 to 2008, the Medical Practitioners Act 2007, Nurses Act 1985, Health and Social Care Professionals Act 2005 and the Pharmacy Act 2007;*
- (e) Delivering high quality care through effective clinical governance;*
- (f) Providing cost effective services and value for money;*
- (g) Equity of access to services;*
- (h) Interdisciplinary cross sector working and appropriate interfaces with primary, community and continuing care delivery system;*
- (i) Delivering services in accordance with health and safety laws and best practice and;*
- (j) Providing information and evidence of implementation of these principles.*

(III) Determining the scope of Services

The demand for different aspects of the Services and the available capacity of the Provider should be analysed to determine the appropriate type, range and volume of the Services which can be funded by the Executive and provided by the Provider under this Agreement. The Services funded should reflect the priorities for the population and geographical areas served.

(IV) Priorities for 2009

Areas of service which are priorities at either a national or local level (for example, A&E Services, National Cancer Control Plan, Hygiene Audits, Quality and Safety and Inpatient to Day Case services) will be prioritised as appropriate by the Provider. It is acknowledged that some national priorities may not apply to all Providers. The volume and specifics of these services as they apply to each Provider will be set out in the Provider's Level Two Business Plan.

1. NSP and Provider Business Plan

- (a) The Provider will be required to complete the Level Two Business Plan, which shall be agreed and signed by both parties and appended to this Schedule, as the specification for the Services to be funded under this Agreement.
- (b) The Level Two Business Plan will be completed annually within a timescale consistent with supporting the deadline for production of the NSP, which shall be specified by the Executive from time to time.
- (c) The Provider will undertake such objectives and actions as specified in the Level Two Business Plan which support the delivery of the Executive's NSP.
- (d) The Provider, in liaison with the Network Manager, will be required to complete the NSP Quarterly/Bi-Annual and Monthly Performance Monitoring Report on the dates/within the periods set out in paragraph 2 of this Schedule within the timescale set by the Executive.

2. Timetable for NSP Quarterly Performance Monitoring Report Returns

Timetable for NSP Quarterly and Monthly Performance Monitoring Reports			
Report	Due Date	Date Received	Comment
Monthly & Quarterly or Bi-Annual	10 th January		
Monthly	10 th February		

Monthly	10 th March		
Monthly & Quarterly	10 th April		
Monthly	10 th May		
Monthly	10 th June		
Monthly & Quarterly or Bi-Annual	10 th July		
Monthly	10 th August		
Monthly	10 th September		
Monthly & Quarterly	10 th October		
Monthly	10 th November		
Monthly	10 th December		

3. **Accident and Emergency (A&E) 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.

4. **Development of Existing Services and Introduction of New Services**

- (a) Where the scope of the Services provided pursuant to this Agreement is increased, whether by developing existing Services or introducing new Services, the increase must be authorised in advance in writing by the Executive (the “**Additional Services**”).
- (b) A detailed specification for the Additional Services must be agreed in writing between the parties to this Agreement prior to any Additional Services being provided by the Provider, including the range, type, and volumes of Services, together with the amount and timing of payments due in respect of the Additional Services (the “**Additional Services Addendum**”).
- (c) The Additional Services Addendum shall be appended to this Agreement and the terms thereof shall be incorporated into this Schedule (and Schedule 6 in the case of the funding for the Additional Services) at the next Review Meeting, and the Provider’s Business Plan shall be updated to reflect these changes at the appropriate time.

3. **Casemix Information**

The Provider will co-operate and participate in the National Casemix Programme.

4. **Policies, Procedures and Protocols**

- a) The Provider shall have policies, procedures and protocols in place in line with best practice for the services being provided.
- b) The Provider shall provide the Executive with a copy of any policy, procedure or protocol currently operated by the Provider upon receipt of a written request from the Executive.
- c) The Provider's policy in relation to admissions shall clearly state that emergency Service Users only are admitted through the accident and emergency service.
- d) The Provider shall work with the Executive's Primary, Community and Continuing Care service providers to ensure appropriate care is provided to Service Users on discharge from hospital. The Provider shall ensure a process is in place to ensure Service Users are discharged when clinically appropriate.
- e) The Provider shall operate a Cancellation of Appointment Policy, under which, in the event of the Provider cancelling an appointment, arrangements are made to accommodate the Service User at the next available date. The Provider will endeavour not to cancel Service User appointments unnecessarily and will notify the Service User of the cancellation at the earliest possible date.

5. **Review**

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

Review Date	Comments

Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____

Print Name: _____

Date: _____

SCHEDULE 4

Performance Monitoring

1. **Performance Management Unit**

The PMU shall provide advice and guidance to the Provider relating to information requirements and completion of data template returns. The PMU shall, upon receipt of a written request from the Provider, provide the Provider with information about how the performance of the Provider is evaluated by the Executive.

2. **Current Information Requirements**

Report	Frequency	Date Due	Date Received	Comments
Treatment Capacity	Monthly	16 th day of each month		Template contained in monthly MDR
Consultant Controlled OPD	Monthly	1 st January		Template contained in monthly MDR
Validated End of Year MDR	Annually	10 th April		
Performance Indicators (PI's)	Monthly	16 th January 16 th April 16 th July 16 th October		
National & Supra Regional Specialties	Quarterly	16 th January 16 th April 16 th July 16 th October		
Monitoring Data Return (MDR)	Monthly	16 th day of each month		
Waiting List (OPD)	Monthly	16 th day of each month		Template contained in monthly MDR
OPD Waiting list validation report	As requested	As per request		Template contained in monthly MDR
Waiting List (in-pt and daycase)	-	-	-	Data collection via NTPF
Weekly Activity Report	Weekly	Wednesday of each week		

Report	Frequency	Date Due	Date Received	Comments
Delayed Discharges	Weekly	Monday of each week		
Daily Admission Wait ED data	Daily	Before 10am Before 3pm		
Daily patient experience time in ED data	Daily	Before 3pm		
Diagnostic data	Monthly	16 th day of each month		Template contained in monthly MDR
Diagnostic waiting list	Monthly	16 th day of each month		Template contained in monthly MDR

3. **Outcomes**

Service levels will be monitored at the Performance Review meetings. Service provision will be measured against targets outlined in the Provider's Level Two Business Plan. Variances between levels of service provided, employment ceilings and/or financial status 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 Level Two Business Plan where variances have occurred.

4. **Performance Indicators**

The Provider will be required to report against Performance Indicators on a monthly basis as indicated in the table above.

5. **Quality of Service Issues**

See Schedule 2.

6. **Review**

This Schedule should be reviewed at the [*Monthly; Quarterly; as appropriate*] Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

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Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

SCHEDULE 5

Information Requirements

1. Section 38 of the Health Act, 2004

In addition to its statutory obligation under Section 38 of the Health Act, 2004 as amended by the Health Act 2007, the Provider will comply with the following obligations to provide information to the Executive:

(a) Annual Report

The Provider shall provide an Annual Report to the Executive in respect of the Services no later than 30 June in each Year.

The Annual Report will include the following minimum information:

- A general statement on the Services provided;
- Governance arrangements;
- Report on implementation of the Level Two Business Plan;
- Report on implementation of capital projects (if any);
- Report required by Part 9 Section 55 (complaints) of the Health Act 2004; and
- The Annual Audited Accounts.

(b) Audited Accounts

- (i) In accordance with Section 38 (Arrangements with Service Providers) of the Health Act, 2004 as amended by the Health Act 2007, the Provider shall submit a copy of its audited accounts and the auditor's certificate and report on the accounts to the Executive within the period specified by the Executive.
- (ii) For the avoidance of doubt, the expenses of the audit of the Provider's accounts shall be payable by the Provider.
- (iii) The Provider's audited accounts shall separately identify Funding received from the Executive, as distinct from other funding received during the financial year.

(c) Audits, Evaluations, etc

The Provider shall, upon request, provide the Executive with a copy of any audit, evaluation, inspection, investigation or research undertaken by or on behalf of the Provider or any third party in connection with the quality of any or all of the Services.

(d) Other Information

In addition to the monitoring data required by the Executive, other data may be requested on an “ad hoc” basis for specific purposes, and the Provider will comply with all requests for such information, including but not limited to information required for the following reasons:

- (i) Parliamentary Questions;
- (ii) Freedom of Information Requests;
- (iii) Responses to complaints from Service Users and/or advocates; and
- (iv) Other relevant information as requested.

[The template overleaf can be adapted and should be completed by the Provider to record details of information required by the Executive. It should contain, at a minimum, specific information requirements such as the Provider’s Audited Accounts but also other requests for information such as Provider’s policies which the Executive considers necessary to support this Agreement.]

2. Review

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

Review Date	Comments

Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

Provision of Information Template

Hospital Provider:		Nominated Co-Ordinating Officer:	
Hospital Area/Location (If Applicable):		Hospital Manager:	
Date:			
Documentation Required		Commentary: <i>(If documentation not provided, reasons for non provision and date if/when documentation to be expected)</i>	
	<i>Date Required</i>	<i>Date Provided</i>	
Annual Report (Mandatory Requirement)			
Audited Accounts (Mandatory Requirement)			
Tax Clearance Certificate (Mandatory Requirement)			
Business Plan (Mandatory Requirement)			
Insurance			
Code of Governance			
Complaints Procedures			
Codes of Practice			
Protocols			
Admissions & Discharge Policy			
Risk Management Policy			
Safety Statement			

SCHEDULE 6

Funding

1. Total Funding

- (a) The funds (inclusive of all duties, taxes, expenses and other costs associated with or incurred in the provision of the Services) to be paid by the Executive to the Provider in consideration for the provision of the Services in accordance with the terms of this Agreement in the financial year commencing on 1st January 2009 and ending on 31st December 2009 (the “**Financial Year**”) shall be EUR[●]. The Executive will use its reasonable endeavours to notify the Provider of the level of Funding in advance of the financial year.
- (b) The Funding is payable for the provision of the Services (as specified in Schedule 3) only. Any other services provided by the Provider that have not been authorised in advance in writing by the Executive shall be outside the scope of this Agreement (“**Unfunded Services**”) and the costs of the Unfunded 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.

2. Capital Funding

Capital funding is outside the scope of this Agreement and as such is not included in this Schedule.

3. Payment of the Funding

- (c) The Funding shall be payable, in weekly instalments to an account nominated by the Provider and will be issued in accordance with the rules applicable to the Health Service Executive’s Vote (Vote 40) appropriated by the Exchequer each year.
- (d) Where the provision of services by the Provider in addition to the Services is authorised in writing by the Executive during the Financial Year (the “**Additional Services**”):
 - (i) the amount and timing of payments due in respect of the Additional Services, and the specifications for those Additional Services shall be agreed in writing between the Executive and the Provider prior to any Additional Services being provided by the Provider (the “**Additional Services Addendum**”); and
 - (ii) the Additional Services Addendum shall be appended to this Agreement and the terms thereof shall be incorporated into this Schedule (and Schedule 3 in the case of the specifications for the Additional Services) at the Review Meeting.

4. Financial Reporting

- (e) 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.
- (f) 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.
- (g) The Provider will work with the Executive to identify processes that will improve the quality of financial data and reporting.
- (h) The timetable for submission of the Integrated Management Report is 5pm on the 15th of each calendar month. If the 15th of the calendar month falls on a non business day submission is due at 5pm on the closest previous working day to the 15th.

5. Review

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

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Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

SCHEDULE 7

Insurance

This schedule sets out the mandatory requirement that the Provider must have in relation to insurance and liability cover, appropriate to the service, in addition to the indemnities provided under Clause 14 of Part 1 of the Service Arrangement.

1. The Provider shall take out policies for the provision of the following insurances:

- Public Liability insurance with a limit of indemnity of €6,400,000 (€6.4 million) any one occurrence, with an indemnity to the Executive arising from the provision of the Services, which insurance will also cover claims arising from the activities of any sub-contractor engaged by the Provider.
- Employers Liability insurance with a limit of indemnity of €12,700,000 (€12.7million) any one occurrence, with an indemnity to the Executive arising from the provision of the Services.
- Motor Insurance (if services involves use of motor vehicle by service provider on business of the HSE) with a third party property damage limit of €2,600,000 (€2.6million) any one occurrence with an indemnity to the HSE arising from the use of motor vehicle in the provision of the Services.
- Professional Indemnity
- Where appropriate, the Provider must apply for professional indemnity coverage under the Clinical Indemnity Scheme.
- To the extent professional service is provided and not otherwise covered have Professional Indemnity in accordance with the following thresholds or such other thresholds as may be specified by the Executive from time to time:
 - Low Risk: Professional Indemnity with a limit of indemnity of €2,600,000 (€2.6 million) any one occurrence.
 - Medium Risk: Professional Indemnity with a limit of indemnity of €4,000,000 (€4 million) any one occurrence.
 - High Risk: Professional Indemnity with a limit of indemnity of €6,400,000 (€6.4 million) any one occurrence.

(This would not apply to those bodies who have the protection of the Enterprise Liability – Clinical Indemnity Scheme.)

2. Review

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

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Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

SCHEDULE 8

Complaints

Purpose

This schedule specifies the requirement for the Providers to implement a complaints policy within a period of **[x]** months, in compliance with Part 9 of the Health Act 2004, Health Act 2004 (Complaints) Regulations 2006 (S.I. 652 of 2006) and the Health Service Executive policy and procedures on complaints (Your Service, Your Say). Provider's performance in complaint handling and resolution will be monitored as set out in this schedule.

Timetable for submission of Policy & Procedures Document			
<i>Date Submitted by Provider</i>	<i>Date Reviewed by Executive</i>	<i>Amendments (Yes/No)</i>	<i>Comments</i>

General Report on Complaints Received by the Provider		
<i>Date Submitted by Provider</i>	<i>Date Reviewed by Executive</i>	<i>Comments</i>

General Report on Reviews Conducted by the Provider		
<i>Date Submitted by Provider</i>	<i>Date Reviewed by Executive</i>	<i>Comments</i>

SCHEDULE 9

Staffing

1. Employee Ceiling

- (i) The Provider is required to maintain employment numbers within the approved ceiling limit as set out in paragraph (b) of this clause (the “**Employee Ceiling**”) and must not exceed the Employee Ceiling without prior consultation with and advance written agreement by the Executive.
- (j) The Employee Ceiling for the financial year commencing on 1st January 2009 and ending on 31st December 2009 shall be [●].
- (k) If the Provider exceeds the Employee Ceiling, the Provider must set out a plan (to be included in this Schedule) in accordance with *HSE Circular 2/2006* and other such Circulars as may be issued by the HSE/Department of Health and Children from time to time, to bring it within the agreed limits.
- (l) The Executive reserves the right to modify the Employee Ceiling by giving notice in writing to the Provider at the Executive’s sole discretion.

2. Employment Monitoring Reports

The Provider shall complete the monthly Employment Monitoring Return template provided by the Executive (the “**EMR**”) indicating the number of staff employed by the Provider and submit the EMR to the Executive *on the dates/within the periods* as specified by the Executive. The EMR template will be provided by the Human Resource function of the Executive and should be returned to the Executive in accordance with instructions from the Executive.

3. Timetable for Return of EMR

Report	Due Date	Date Received	Comment
EMR	15 th January		
	15 th February		
	15 th March		
	15 th April		
	15 th May		
	15 th June		
	15 th July		

Report	Due Date	Date Received	Comment
	15 th August		
	15 th September		
	15 th October		
	15 th November		
	15 th December		

1. **Review**

This Schedule should be reviewed at the Review Meetings and may be amended, if necessary, to reflect and address any issues arising during the Year. If any changes are made to the Schedule following the review, the revised Schedule should be signed and dated by both Parties.

Review Date	Comments

Agreed as amended, and signed on behalf of the **EXECUTIVE** by:

Signature: _____
Print Name: _____
Date: _____

Agreed as amended, and signed on behalf of the **PROVIDER** by:

Signature _____
Print Name: _____
Date: _____

SCHEDULE 10

Change Control

Contract Change Note

All requests for a variation to the agreement schedules should be accompanied by a completed and signed copy of the Contract Change Note below.

Contract Change Note

Reference Number:

WHEREAS the Service Provider and the Executive entered into an agreement for the supply of Services dated [] (the “Original Agreement”) and now wish to amend the Original Agreement.

IT IS AGREED as follows:

1. With effect from [] the Original Agreement shall be amended as set out in this Contract Change Note:

[Full details of any amendments to the Original Agreement should be inserted here.]

2. Save as herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect.

Signed for and on behalf of the Executive by

Name Title Date

Signed for and on behalf of the Service Provider by

Name Title Date

Elements to be covered include.

- Location of service
- Description of service change
- Quantum of service change if applicable
- Start date of service change
- End date of service change if applicable
- Staffing implication of service change
- Funding change required current year
- Funding change required full year costs
- Client identifier and profile either individual or general cohort description, involved in service change.

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

Signed by
for and on behalf of the
HEALTH SERVICE EXECUTIVE

Date

Signed by
for and on behalf of **[PROVIDER]**:

Date