


**Service Agreement  
with Golden Jubilee National  
Hospital**

**Scottish National Advanced Heart  
Failure Specialist Service**

**1 April 2021 to 31 March 2022**



**National  
Services  
Division  
(NSD)**

## Service Agreement – Scottish National Advanced Heart Failure Service

### 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 advanced heart failure service. 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.

### 3. Service Specification

#### 3.1 Service overview and objective

To provide a clinically effective and efficient heart transplant service for the adult population in Scotland living with advanced heart failure that is unresponsive to optimal pharmacological and complex pacemaker therapy. The primary endpoint is to ensure that transplants are undertaken in a timely manner to reduce mortality and disease morbidity. The overall aim is to improve the survival and long term quality of life of people with life debilitating advanced heart failure including; physical function, mental health and ability to return to a normalised lifestyle.

#### 3.2 Population

The Commissioning Transplant to 2020 report (2015) gives the projected transplantation forecasts for the population of Scotland from 2014-2020. The table below presents these figures as incidences per million of population (pmp).

Transplant type	Deceased Donor (DD) / Living Donor (LD)	Annual transplant incidence (pmp) <sup>68</sup>						
		2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Adult Heart	DD							

#### 3.3 Scope of service

##### 3.3.1 In Scope

- Assessment on suitability for transplant
- Listing for transplant and pre transplant review
- Ventricular assist devices (VADs) as a 'bridge to cardiac transplant'
- Admission and transplant procedure
- Hospital based post-operative care
- Post discharge review and management, including readmissions where appropriate
- Post-transplant follow-up and management
- Re-assessment for consideration of re-transplant as a consequence of graft failure
- Evidenced pathway for end of life palliative care

##### 3.3.2 Out of Scope

- Organ retrieval and donation is the responsibility of NHS Blood and Transplant
- Long term funding of immunosuppressant medications
- CRT, CRT-D and ICDs are regionally-funded
- Research based interventions

##### 3.3.3 Inclusion criteria

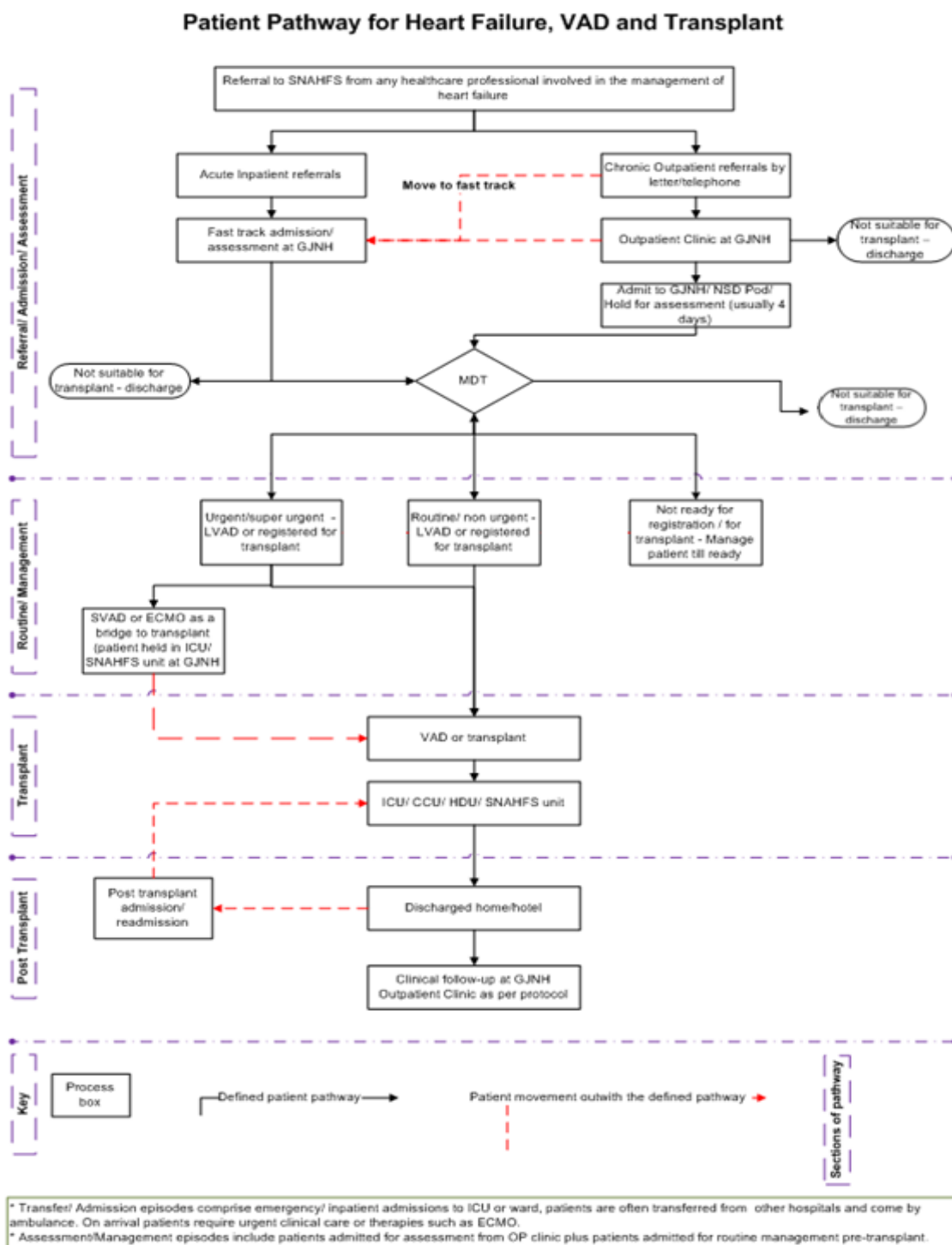
- The service will accept referrals from people aged 16 years and over
- The service will comply with national protocol for the selection of heart transplant patients <http://www.uk.transplantation/guidance-policies> including :
  - Documented severe cardiac dysfunction despite optimum tolerated medical treatment
  - No evidence of co-morbidities that would compromise transplant benefit

##### 3.3.4 Exclusion criteria

- Adult congenital heart disease
- Requirement for cardiopulmonary transplant
- Some patients waiting on the list may deteriorate to the point where they need urgent or super-urgent listing, or mechanical circulatory support. Occasionally it may be appropriate to de-list patients and palliate appropriately. This must be done with tact and sensitivity. In these circumstances, patients are entitled to a second opinion. <https://nhsbt.dbe.blob.core.windows.net/umbraco-assets-corp/11687/pol229-heart.pdf>

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## 3.4 Service description / pathway



### 3.4.1 Referrals / Entry point to service

Referrals to the service will be accepted from secondary and tertiary care cardiology consultants from all NHS Boards in Scotland. Patients with acute or chronic advanced heart failure are referred by healthcare professionals throughout Scotland to be assessed for cardiac transplantation and ventricular assist devices (as a bridge to transplant). Within the SNAHFS patients are assessed in a multidisciplinary environment. Patients are either accepted for these therapies, reviewed within the service or discharged to the regions for ongoing care.

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

### **3.4.2 Assessment**

Assessments will be multi-disciplinary and guided by national clinical protocols. Assessments will include both physical and psychological measures to determine eligibility for transplant.

Re-assessment offered for consideration of re-transplant as a consequence of graft failure.

To facilitate compliance with informed consent procedures. The patient and family will have multi-modality access to evidence based, culturally sensitive and developmentally appropriate information detailing proposed treatment options.

Eligibility for transplant will be agreed by the MDT; if suitable, the patient will be registered with NHSBT as a potential organ recipient and added to the transplant waiting list under super urgent or urgent criteria.

If individual deemed not suitable or declines transplant, the MDT should explain other options available to them. The referring clinician and GP should be informed of outcome.

Pre-transplant review will be undertaken at scheduled intervals to monitor the patient's condition and continuing suitability for transplant.

Links with GPs and referring clinicians will be maintained to monitor patients' continued availability for transplantation, and to collaborate in post-transplant rehabilitation and clinical management; in particular, arrangements for the prescription of immunosuppressive and other medication must be explicit.

### **3.4.3 Intervention**

Once a matched organ has been agreed, the patient - if not in hospital - will be immediately admitted to undergo work up. On receipt of the organ, the clinical team undertake viability checks. If the organ is not of sufficient quality, the transplant will not proceed.

The transplant procedure will be done under general anaesthetic and access to trained personnel must be available 24/7. The Provider must offer assurance that individual surgeons and clinicians are working at safe and sustainable levels.

Following heart transplant procedure, patients will be appropriately managed in level 1 units with access to mechanical support as necessary.

Prior to discharge patients will undergo rehabilitation and education on managing their immunosuppressant medication.

### **3.4.4 Discharge following intervention/procedure**

After discharge from hospital post heart transplant, un-complex patients will be routinely reviewed within one week of discharge and weekly for the first six weeks followed by fortnightly for the next six weeks. Review will continue as clinically indicated and will include regular investigations including biopsy, bloods and chest X-ray as required.

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 long-term care of the patient. Protocols for integrated care post-discharge will be shared with all professionals involved in the care of the individual.

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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.

### 3.4.5 Follow up care

Post heart only transplant patients are reviewed at least fortnightly up until 12 weeks. Thereafter patients are followed up at three, six and nine months or more frequently depending on need, during the first year. Patients will undergo chest X-ray, ECG, blood tests and biopsies as part of their follow up.

Shared care protocols must be in place with local clinicians and GPs for the long term care of the patient including prescribing and management of immunosuppressants.

### 3.5 Interdependencies with other services

Organ donation and transplantation is a complex system that requires input from multiple specialties and organisations throughout the patient pathway therefore many internal and external interdependencies exist.

Optimum delivery of the service requires effective working relationships with the following services:

- Medical specialities including cardiology and obstetrics
- Theatre capacity and capability
- Intensive care and high dependency infrastructure
- Pathology and histology and immunology laboratories for purposes of organ donation and post-transplant monitoring.
- Organ retrieval demand and rotas

### 3.6 Activity Levels

The agreed indicative level of activity for this service is:

<b>New appointments: includes new outpatient assessment</b>	<b>55</b>
<b>Return appointments: includes AHF outpatients</b>	<b>475</b>
<b>Emergency assessment admissions: includes new emergency inpatients</b>	<b>75</b>
<b>Routine inpatient assessment</b>	<b>70</b>
<b>Heart transplant follow up appointments</b>	<b>545</b>
<b>Short term ventricular assist devices as bridge to cardiac transplant</b>	<b>3</b>
<b>Impella devices</b>	<b>5</b>
<b>Extra corporeal membrane oxygenation as bridge to cardiac transplant</b>	<b>10</b>
<b>Long term ventricular assist devices as bridge to cardiac transplant</b>	<b>2</b>
<b>Cardiac transplants</b>	<b>14-17</b>

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. 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 advanced heart failure is expected to report on the following:

Six Domains of Quality	Indicators/metrics
<b>Performance Measures:</b>	
<b>Equitable:</b> 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"> <li>• Referrals</li> <li>• Assessments</li> <li>• Listing</li> <li>• Procedures</li> </ul> } by NHS Board
<b>Efficient:</b> Avoiding waste, including waste of equipment, supplies, ideas, and energy	<ul style="list-style-type: none"> <li>• DNA for outpatient activity - less than 10%</li> <li>• 5 % improvement in new routine assessment</li> </ul>
<b>Timely:</b> Reducing waits and sometimes harmful delays for both those who receive care and those who give care	<ul style="list-style-type: none"> <li>• Waiting time from referral to first assessment - less than 12 weeks</li> <li>• Proportion of patients who receive transplant within 18 months of routine listing</li> </ul>
<b>Clinical Outcomes</b>	
<b>Effectiveness:</b> Providing services based on scientific knowledge	<ul style="list-style-type: none"> <li>• Risk adjusted 1, 5, 10 yr survival from listing for 1<sup>st</sup> transplant - NHS BT 95% confidence interval</li> <li>• Organ acceptance rate - NHS BT 95% confidence interval</li> <li>•</li> </ul>
<b>Safe:</b> Avoiding injuries to patients from care that is intended to help them	<ul style="list-style-type: none"> <li>• CUSUM trigger – Yes/No</li> <li>• SVAD 30 day mortality - NHS BT 95% confidence interval</li> <li>• 30 day survival rate (%) - post heart transplant - NHS BT 95% confidence interval</li> </ul>
<b>Patient focused Outcomes</b>	
<b>Person-Centred:</b> 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"> <li>• 25% of new and return experience at outpatients will be evaluated</li> <li>• Upheld complaints less than 2% total episodes of care on a three year rolling average</li> </ul>

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 advanced heart failure 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

- NICE Guidance
- Accreditation standards
- NHSBT Standards
- CTAG Recommendations

#### 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.
- 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.



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- 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.

### **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.

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### 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.

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.

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### 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:

- 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

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- 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.

### 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.

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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.

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

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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 2021/24 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.

### 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.

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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.

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.

## Service Agreement – Scottish National Advanced Heart Failure Service

### 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  
Golden Jubilee**

Signature

Block Capitals ALEX MCGUIRE

DEPUTY DIRECTOR HEART LUNG AND DIAGNOSTICS  
Designation

**Golden Jubilee National Hospital**

Date 17/05/2021

Signature

Block Capitals Jonny Dalzell

**Clinical Lead**

Date 09/06/2021



# Service Agreement – Scottish National Advanced Heart Failure Service

Annex A

**Provider:** Golden Jubilee National Hospital

**Service:** Scottish National Advanced Heart Failure Service

**Report format:** Monthly Reporting

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<b>Activity</b>	<b>Month xx</b>
Emergency Admissions	
Routine Inpatient Admissions	
Transplants	

<b>Waiting Times</b>	<b>Month xx</b>		
	<b>Total on W/List</b>	<b>Minimum Wait</b>	<b>Maximum Wait</b>
Transplants			

Any risks or issues:

**Provider:** Golden Jubilee National Hospital

**Service:** Scottish National Advanced Heart Failure Service

**Report format:** Six month report

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**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 National Advanced Heart Failure Service

Annex C

**Provider:** Golden Jubilee National Hospital

**Service:** Scottish National Advanced Heart Failure Service

**Report format:** Nine month report

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### Financial projections

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

Comment on any material variances from planned expenditure

### Forward year baseline

	<i>Current NSD funded value</i>	<i>Proposed baseline</i>	<i>Variance</i>
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:** Golden Jubilee National Hospital

**Service:** Scottish National Advanced Heart Failure Service

**Report format:** Annual report

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- 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 National Advanced Heart Failure Service

Annex E

**Provider:** Golden Jubilee National Hospital

**Service:** Scottish National Advanced Heart Failure Service

**Report format:** Financial Reporting

			2021/22		
			Fixed (£)	Variable (£)	Total (£)
	Activity Unit				
AHF Clinic - New patients	episodes	55			
AHF Clinic - Return patients	episodes	475			
AHF - Emergency inpatients	episodes	75			
AHF - Routine inpatients	episodes	70			
AHF - Transplant Episode	episodes	14			
AHF - Transplant Clinic	episodes	545			
Devices (Fixed Costs)					
Long Term Vad (variables)	units	2			
Short Term VADS (variables)	units	3			
Impella Devices		5			
ECMO (variables)	units	10			
Medical Transplant On-call	Fixed				
Additional Medical On-call	Fixed				
Admin & Clerical Posts	Fixed				
Data Manager	Fixed				
Add Junior Doctor	Fixed				
Psychologist	Fixed				
Tissue Typing					
<b>Total</b>					

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.