

**Service Agreement
with NHS Tayside**

**Advanced Interventions
Specialist Service**

1 April 2018 to 31 March 2021

DRAFT



**National
Services
Division
(NSD)**

Service Agreement: Advanced Interventions Service

1. Terms of Service Agreement

The purpose of this agreement is to set out the commissioner and provider service arrangements between National Services Division (NSD) and NHS Tayside for the delivery of the nationally designated Advanced Interventions service. In the context of this agreement, NSD is the Commissioner and NHS Tayside is the Provider.

This agreement is for the period 1 April 2018 to 31 March 2021 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 and effective services.

National funding is top-sliced from NHS Boards' allocations and is a limited resource. In order to ensure this funding is appropriately utilised, reporting standards as outlined in this agreement are a mandatory requirement for all national designated 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 Concept*. 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, managing clinical risk and innovating to improve.

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3. Service Specification

3.1 Service Overview

The service provides assessment and treatment options for patients with severe treatment refractory depression (TRD) and obsessive compulsive disorder (OCD) who have not responded to other clinical interventions or treatments.

3.2 Objective of service

The service will provide assessment and specialist intensive psychological therapies for patients with OCD.

The service also provides assessment and subsequent follow-up for patients with TRD and OCD who undergo ablative neurosurgery which is performed at University College London (UCL), Queen's Square Hospital, London

The primary end point of the service is to achieve improvement in symptoms of OCD or reduction in depressive symptoms and therefore improving quality of life for patients.

3.3 Population covered

The service is for adult patients ordinarily resident in Scotland.

Depression and OCD are common conditions and have a combined prevalence rate of approximately 10% of the population. A very small sub-group of these patients will not respond to routine clinical interventions and treatments and will be referred to the service.

3.4 Scope of service

The service comprises of:

- Review of referrals
- Multidisciplinary team assessment
- Treatment plan for either:
 - OCD outreach programme
 - OCD Intensive Inpatient treatment
 - Neurosurgical pre and post care
- Support of post treatment plan with local team
- Follow up with local team to provide support and understand long term outcomes

3.4.1 Inclusion criteria

Adults with disabling, chronic or severe TRD and OCD who have not responded to the recommended minimum treatments.

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3.4.2 Exclusion criteria

Patients xxx

3.5 Service description / pathway

Any intervention not explicitly detailed will not be funded as part of the service profile.

3.5.1 Referrals / Entry point to service

Referrals to the service will be accepted from consultant psychiatrists from all parts of Scotland.

There are recommended minimum treatments and it must be demonstrated that these have failed before a patient will be considered by service.

Referrals are accepted on the understanding that the referring consultant retains overall clinical responsibility for the ongoing care of the patient including the implementation of any treatment recommendations made by the service.

Referrals are reviewed weekly and if accepted the patient will be invited to attend for assessment.

For those patients who do not meet the referral criteria, advice on the management will be offered to the local referring team.

3.5.2 Assessment

The assessment process includes a review of all available clinical case records and previous treatments in advance of seeing the patient.

Assessment will normally take place in NHS Tayside unless there are exceptional clinical circumstances which mean the patient is unable travel and alternative arrangements will be made to assess the patient.

The assessment process takes a full day and consists of detailed assessment of symptoms, confirmation of diagnosis, and psychiatric history

A psychiatric interview will be conducted, focusing on the current symptoms and impact of the illness upon the patient's life. Rating scales will be used to rate the severity of condition.

A psychological review will be undertaken to understand previous psychological therapies that have been received and experiences of these. It will also look at how 'psychologically minded' the patient is to understand and offer advice on the likelihood that further psychological therapies that will be of benefit.

Discussion will take place between the patient and MDT to discuss the outcomes of the assessment and potential treatment options with an opportunity for the patient ask questions and to clarify anything that hasn't been fully clear. A personalised treatment for each patient will be developed.

Discharge following assessment

If, following assessment a decision is taken that the patient is not suitable for treatment by the service, the reasons why will be explained to the patient and referring team and advice and treatment recommendations will be provided.

Reports following assessment are sent to the referring consultant within 2-3 weeks of assessment.

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3.5.3 Treatment

Following assessment a decision on the most appropriate treatment will be agreed.

OCD Outreach

The OCD Outreach approach will be applicable for the majority of patients. It consists of support to local referring teams to optimise the delivery of psychological and pharmacological treatments which will be delivered by the local team. Support from the service will accelerate the rate at which patients can progress through the most effective treatment options but is dependent on availability of staff from the local team.

OCD Intensive Treatment Programmes

Patients will progress to intensive treatment if there is no clinical significant benefit from enhanced local-based treatment delivered by their local team.

Intensive treatment programmes will be tailored to the patient, with most cases, treatment will aim to deliver 30-50 hours of therapist guided exposure therapy over 3-5 weeks. The following will be undertaken:

- Exposure and Response Prevention (ERP)

Typically, patients will receive 3 hours of therapist guided ERP per day, for five days each week. Patients will be expected to engage in additional self directed exposure tasks in addition to the therapist guided treatment sessions.

- Family work / work with carers

Families and carers engagement and involvement is a vital part of treatment and the service work with them as part of the intensive treatment programme.

Intensive treatment will consist of the combination of inpatient followed by home based treatment.

Patients will be reviewed regularly (usually weekly) by multi-disciplinary team overseeing the treatment to monitor response to treatment and to review clinical outcome measurements on a regular basis and to support key decisions about progression to the next phase of treatment.

Neurosurgical Treatment

Neurosurgical treatment will be offered to a small number of patients when all other treatments have failed. Neurosurgery is performed at UCL Queen's Square Hospital, London. The service provide a UK wide assessment programme for patients that may be suitable for ablative neurosurgery. (Costs of neurosurgery are excluded from this Service Agreement).

Prior to surgery, the patient will be reviewed by the Care Quality Commission (CQC), in line with mental health legislation, to confirm independently that the patient is able to provide fully informed consent and that the procedure is in the patient's best interests.

It is often appropriate to offer a second procedure of neurosurgery if the first does not result in significant clinical improvement.

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3.5.4 Discharge following treatment

Patients will be discharged from the inpatient ward and home based treatment will continue in conjunction with the local team as part of the intensive treatment programme.

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.

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.

3.5.5 Follow up care

OCD Intensive Treatment Programme

After discharge from the inpatient stay it is not expected that the service will continue to deliver active treatment with the patient. Local services will deliver the continued ERP following discharge from inpatient stay. The service will communicate with local services as follows:

- Two weeks post discharge: A telephone review in order to ensure that the transition has gone smoothly and to provide any required support
- Six months post discharge: A telephone review to assess progress and to inform further decision making. Further pharmacological and/or psychological treatment recommendations may be made.
- Twelve months post discharge: One -year after completing intensive treatment, the service will liaise with local services in order to review treatment and symptom burden based on rating scales completed to date

Neurosurgical Treatment

Development of a post-operative care plan will be developed with the local team. Patients are followed up at 12, 24 and 60 months by the service. The service will remain available to the referring team and the patient for longer if this is required.

Reporting of Outcomes

Patients will be asked to complete ongoing rating scales of symptoms and functioning to allow the service to understand and assess long term outcomes of treatment.

3.5.6 Discharge from service / Exit point from service

OCD Intensive Treatment Programme

Exit from the service will be the discharge date from the inpatient ward following intensive treatment.

Neurosurgical Treatment

Exit from the service following neurosurgical treatment will be after post-operative follow up assessment at 60 months.

Referring services can, re-refer a patient back for review if any issues or difficulties emerge.

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3.6 Interdependencies with other services

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

Example

- *Provision of appropriate specialist xxx laboratory services required for monitoring and xxx*
- *hospital pharmaceutical requirements, provision of specialist xxx medications for patients.*

3.7 Activity Levels

The agreed indicative level of activity for this service is:

Referrals	40
Assessment	24
OCD Intensive Treatment Programme	10
Referrals for Neurosurgery	3
Follow-up appointments	10-15

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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3.8 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 Advanced Interventions service is expected to report on the following:

Six Domains of Quality	Indicators
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"> No. of referrals No. of assessments No. receiving outreach treatment No. receiving intensive treatment programme No. referred for neurosurgery <p style="text-align: right;">} By NHS Board</p>
Efficient: Avoiding waste, including waste of equipment, supplies, ideas, and energy	Conversion rate: <ul style="list-style-type: none"> Assessment to outreach treatment assessment to intensive treatment programme assessment to referral for neurosurgery Length of stay per admission Duration of ERP (hours)
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 for first assessment Waiting times from decision to treat to commencing Intensive Treatment Programme
Clinical Outcomes	
Effectiveness: Providing services based on scientific knowledge	OCD intensive programme response to treatment <ul style="list-style-type: none"> X% change in Y-BOCS Neurosurgery response to treatment <ul style="list-style-type: none"> x% change in HRSD-17 x% change in MADRS x% change in Y-BOCS Remission rates
Safe: Avoiding injuries to patients from care that is intended to help them	<ul style="list-style-type: none"> Readmission rate within three months Adverse neurocognitive effects Mortality rates
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	Engage patients and carers in all aspects of care and provide detail of: <ul style="list-style-type: none"> Patient Reported Outcome Measures (PROMS) Patient Reported Experience Measures (PREMS)

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 the Advanced Interventions service.

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4. Regulation, Quality and Performance

4.1 Standards and Guidelines

The Provider must adhere to 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 NHSScotland to support 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) 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.

4.1.2 Service Specific

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Example:

- *NICE Guidance*
- *Accreditation standards*

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 NHSScotland. 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.
- 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

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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 guideline for managing significant adverse events ***Learning from adverse events through reporting and review: A national framework for NHSScotland***, (Healthcare Improvement Scotland 2015) 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*** (2010) and outlines the three quality ambitions for health service across NHSScotland:

- **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 3.8. 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 Patients Rights (Scotland) Act 2011* and *The Charter of Patients Rights and Responsibilities* (Scottish Government 2012).

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 the requirements of the Data Protection Act (1998) and the General Data Protection Regulations (2018) and apply the governing principles outlined in the Caldicott Report (1997) for management of personal data. The Provider will:

- Inform NSD of the names and contact details of the NHS Board Caldicott Guardian and Information Governance Lead
- Comply with the *Information Governance Commissioner's (IGC) Data Sharing Code of Practice (2011)*, 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 *Scottish Government Information Governance Toolkit*
- Apply guidance on the *Information Security Policy Framework, Scottish Government (2015)* 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 take all reasonable steps to 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 the principles of 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 the their NHS Board policy in relation to the acceptance of gifts and hospitality

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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.
- ensuring that services meet national absence target by having effective attendance management processes in place.

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 any 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. They should 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 *NHSScotland Policy on Sustainable Development (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.

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7. Research and Development

Although excluded from the funded value of this agreement, it is expected that as a Provider of a national designated specialist service, there is a continued programme of research, development and quality improvement.

The service must be able demonstrate that they are continuing to deliver the service in the most clinical, cost effective and evidenced based manner.

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 do not require patient identifiable data.

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	7th 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 ***NSS.nsd-reports@nhs.net*** (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 relevant personnel are present, this includes representation from the clinical service, management and finance.

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 the 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.

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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 the Service Agreement. However, on receipt of the six 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 so that any outstanding balances can be agreed and funding mechanisms can 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 the service 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 is £583,587. This is based on 2017/18 pay and price levels, and the levels of activity set out in section 3.7. (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 D.

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

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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 £5,000 including VAT) is funded by revenue. All minor capital purchases not explicitly included in the indicative baseline should be agreed in advance with 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.

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 major 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 agreement by 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

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- 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 eg 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

Designation

National Services Division

Date.....

**For and on behalf of
NHS Tayside**

Signature

Block Capitals

Designation

NHS Tayside

Date

Signature

Block Capitals

Clinical Lead

Date

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Annex A

Provider: NHS Tayside
Service: Advanced Interventions
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 year end 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 D			
Total			

Service Agreement: Advanced Interventions Service

Annex B

Provider: NHS Tayside
Service: Advanced Interventions
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 D			
Total			

Comment on any material variances from planned expenditure

Forward year baseline

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

Service Agreement: Advanced Interventions Service

Annex B

Provider: NHS Tayside
Service: Advanced Interventions
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: Advanced Interventions Service

Annex D

Provider: NHS Tayside
Service: Advanced Interventions
Report format: Financial Reporting

		2017-18 FIXED £	VARIABLE £	TOTAL £
Medical				
Consultant Psychiatrist	1.0	118,669		118,669
	1.0	118,669		118,669
PTA				
Psychotherapist (8b)	0.1	7,936		7,936
Neuropsychology Testing (via SLA)		1,849		1,849
	0.1	9,785		9,785
Nursing				
Mental Health Consultant Nurse (8b)	1.0	74,863		74,863
Nurse Psychotherapist (8a)	2.8	162,639		162,639
Mental Health Nurse (Band 7)	1.0	48,226		48,226
	4.8	285,727		285,727
Admin				
Band 4	1.0	26,330		26,330
Band 3	0.2	4,655		4,655
Receptionist (Band 2)	0.5	9,694		9,694
	1.7	40,679		40,679
Total Staff Costs	7.6	454,860	0	454,860
Supplies & Services				
Initial Assessment (TRD/OCD)				
Inpatient Stay			7,667	7,667
Pre Operative (Carseview)			6,709	6,709
Post-operative Ablative (Carseview)			20,126	20,126
OCD				
Intensive Treatment Programme			20,812	20,812
Follow Up				
TRD/OCD			13,067	13,067
Supplies				
Travel			4,162	4,162
Miscellaneous Costs			6,244	6,244
Additional OCD Expenses – (Travel/Training etc.)			8,325	8,325
Overheads				
Property Maintenance		17,291		17,291
Cleaning		5,262		5,262
Heat, Light & Power		3,250		3,250
Rates		2,643		2,643
Capital Charges		15,209		15,209
Total Non Pay		43,655	87,112	130,767
Total Service Costs		498,515	87,112	585,627
Income from Non-Scots			(2,040)	(2,040)
Total Funding Value	7.6	498,515	85,072	583,587

Notes:

The above profile is based on 2017/18 prices. Uplifts will be applied as and when they are agreed with Scottish Government.