Business Services Organisation

Directorate of Legal Services
PRACTITIONERS IN LAW TO THE HEALTH & SOCIAL CARE SECTOR

2 Franklin Street, Belfast, BT2 8DQ
DX 2842 NR Belfast 3

Your Ref:	Our Ref:	Date:
AD-0528-13	HYPW50/1	29th March 2013

Ms A Dillon
Solicitor to the Inquiry
Inquiry into Hyponatraemia-related Deaths
Arthur House
41 Arthur Street
Belfast
BT1 4GB

Dear Ms Dillon

RE: INQUIRY INTO HYPONATRAEMIA RELATED DEATHS- R FERGUSON PRELIMINARY

I refer to the above matter and to your letter dated 18th February 2013 (reference as quoted above). Using the same numbering as in your letter I confirm as follows:-

1. Please find attached a copy of the Sperrin Lakeland Health and Social Services Trust (Establishment) Order (Northern Ireland) 1996.
2. Please find attached a Sperrin Lakeland Trust document entitled "Incident Investigation Procedure for Acute Hospital Services Directorate". This document was retrieved from the former Sperrin Lakeland Trust intranet and our client understands this procedure was likely to have been in place in 2000. Please note this document was forwarded to you under cover of letter dated 25th February 2013 (Inquiry reference BMcL-0033-12).
3. Answer to follow.
4. Please find attached a copy of the Service Agreement between the WHSSB and Sperrin HSC Trust 1999/2000 - 2001/2002. Please note a copy of this document was forwarded to the Inquiry with Mr Tom Frawley's statement (WS/308-1) on 6th February 2013.
5. Answer to follow.
6. I would respectfully suggest this request is directed to the DHSSNI as the Department may have a sequential list of these documents.

I will revert as soon as I receive further instructions from my client on the outstanding matters at numbers 3 and 5.

Yours sincerely

John Johnston
Solicitor

The Sperrin Lakeland Health and Social Services Trust (Establishment) Order (Northern Ireland) 1996

1996 No. 116 Whole Rule

Table of Contents Content

Previous Next Plain View Print Options

Status: This is the original version (as it was originally made). Northern Ireland Statutory Rules are not carried in their revised form on this site.

STATUTORY RULES OF NORTHERN IRELAND

1996 No. 116

HEALTH AND PERSONAL SOCIAL SERVICES

The Sperrin Lakeland Health and Social Services Trust (Establishment) Order (Northern Ireland) 1996

Made *22nd March 1996*

Coming into operation *25th March 1996*

The Department of Health and Social Services, in exercise of the powers conferred on it by Article 10(1) of, and paragraphs 1, 3, 3A, 4, 5 and 6(2)(d) of Schedule 3 to, the Health and Personal Social Services (Northern Ireland) Order 1991(1) and of all other powers enabling it in that behalf, having consulted the persons or bodies referred to in Article 10(2) of that Order, hereby makes the following order:

Citation, commencement and interpretation

1.—(1) This order may be cited as the Sperrin Lakeland Health and Social Services Trust (Establishment) Order (Northern Ireland) 1996 and shall come into operation on 25th March 1996.

(2) In this order—

"the Order" means the Health and Personal Social Services (Northern Ireland) Order 1991;

"establishment date" means 25th March 1996;

"operational area" has the meaning assigned to it by paragraph 3A of Schedule 3 to the Order;

"operational date" has the meaning assigned to it by paragraph 3(1)(e) of Schedule 3 to the Order;

"relevant functions" has the meaning assigned to it by Article 3(2) of the Health and Personal Social Services (Northern Ireland) Order 1994(2);

"the trust" means the Sperrin Lakeland Health and Social Services Trust established by Article 2.

Establishment of the trust

2. There is hereby established an HSS trust which shall be called the Sperrin Lakeland Health and Social Services Trust.

Nature and functions of the trust

3.—(1) The trust is established for the purposes specified in Article 10(1) of the Order.

(2) The trust's functions (which include functions which the Department considers appropriate in relation to the provision of service by the trust for one or more relevant bodies) shall be—

(a) to own and manage hospital accommodation and services provided at Erne Hospital, Cornagrade Road, Enniskillen, Co. Fermanagh BT74 0AY, Tyrone and Fermanagh Hospital, 1 Donaghanle Road, Omagh, Co. Tyrone BT79 0NS, Tyrone County Hospital, Hospital Road, Omagh, Co. Tyrone BT79 0AP, Omagh General Hospital, Woodside Avenue, Omagh, Co. Tyrone BT79 7BU, Omg Valley Hospital, 35 Lurganbuoy Road, Castledorg, Co. Tyrone BT81 7HT and associated premises;

(b) to manage community-based health and personal social services provided from Sperrin Lakeland Unit, 15 Elliott Place, Enniskillen, Co. Fermanagh BT74 7HQ and to own those and any associated premises; and

(c) to exercise, on behalf of Health and Social Services Boards, such relevant functions as are so exercisable by the trust by virtue of authorisations for the time being in operation under Article 3(1) of the Health and Personal Social Services (Northern Ireland) Order 1994.

Operational area of the trust

4. The operational area of the trust shall be—

(a)

(b) for the purposes of the statutory provisions specified in Part I of the Schedule, the local government districts of Fermanagh, Omagh and the following wards in the local government district of Strabane, that is to say Castlederg, Clare, the following townlands in the ward of Finn, that is to say Ballyfolliard, Creevy Lower, Creevy Upper, Dunnavan, Ergenagh, Inisclan, Listymore, Lurganboy, Priestsessagh, Tullydoortans and Tullyrahister, the wards of Glenderg, Newtownstewart, Plumbridge (with the exception of the following townlands, that is to say Ballykeery and Meenderrygamph) and the following townlands in the ward of Victoria Bridge, that is to say Ardstraw, Beagh, Brocklis, Carnkenny, Clady Blair, Clady Halliday, Fyfin, Glenglush, Killeen, Kilstrol, Kirlish, Knockiniller, Knockroe, Ligfordrum, Millbrook, Skinboy, Stonewalls, Stoneyfalls, Tievenny and Urbalreagh;

for the purposes of the statutory provisions specified in Part II of the Schedule, Northern Ireland.

Directors of the trust

5. The trust shall have, in addition to the chairman, 5 non-executive directors and 5 executive directors.

Operational date of the trust

6. The operational date of the trust shall be 1st April 1996.

Limited functions before operational date

7. Between its establishment and operational date, the trust shall have the limited functions of—

(a) entering into HSS contracts;

(b) entering into other contracts including contracts of employment; and

(c) doing such other things as are reasonably necessary,

for the purpose of enabling it to begin to operate satisfactorily with effect from its operational date.

Assistance by a relevant body before operational date

8.—(1) The Western Health and Social Services Board shall—

(a) until the operational date make such staff and facilities available to the trust as are required to enable the trust to carry out its limited functions pending the transfer or appointment of staff to or by the trust and the transfer of facilities to the trust;

(b) make available such premises as are required to enable the trust to carry out its limited functions pending the transfer of those premises to the trust.

(2) The Western Health and Social Services Board shall discharge the liabilities of the trust, incurred between the establishment date and the operational date, that are of a description specified in paragraph (3).

(3) The liabilities referred to in paragraph (2) are—

(a) liability for the remuneration and travelling or other allowances of the chairman and non-executive directors of the trust;

(b) liability for the travelling or other allowances of the members of committees and sub-committees of the trust who are not also directors of the trust;

(c) liability for the remuneration of persons employed by the trust; and

(d) liability for the remuneration of persons employed by the trust for the purpose of enabling it to begin to operate satisfactorily with effect from the operational date.

(4) The relevant body specified for the purposes of paragraph 3(1)(f) of Schedule 3 to the Order (relevant body which is to make the scheme under Article 11 of the Order for the transfer of staff) in relation to the trust shall be the Western Health and Social Services Board.

Restriction on disposal of assets

9. The sum specified for the purposes of paragraph 6(2)(d) of Schedule 3 to the Order (maximum value of freely disposable assets) in relation to the trust shall be £500,000.

Sealed with the Official Seal of the Department of Health and Social Services on

L.S.

John McGrath
Assistant Secretary

22nd March 1996

SCHEDULE
Operational Area

Article 4

Part I

Statutory Provision	Relevant Function
Children and Young Persons Act (Northern Ireland) 1968(3)	All relevant functions
Health and Personal Social Services (Northern Ireland) Order 1972(4)	All relevant functions
Chronically Sick and Disabled Persons (Northern Ireland) Act 1978(5)	All relevant functions
Matrimonial Causes (Northern Ireland) Order 1978(6)	All relevant functions
Domestic Proceedings (Northern Ireland) Order 1980(7)	All relevant functions
Mental Health (Northern Ireland) Order 1986(8)	All relevant functions
Adoption (Northern Ireland) Order 1987(9)	All relevant functions
Disabled Persons (Northern Ireland) Act 1989(10)	All relevant functions

Part II

Statutory Provision	Relevant Function
Children and Young Persons Act (Northern Ireland) 1968	Relevant functions under Part VII and sections 52, 94(2), 99, 105(3), 142, 144(1) and (2), 146, 152, 154 to 159, 183(2) and 184
Health and Personal Social Services (Northern Ireland) Order 1972	Relevant functions under Articles 14A, 15, 36, 36A, 38(3) and (4), 99, 101, 101A and paragraphs 8 and 9 of Schedule 6
Chronically Sick and Disabled Persons (Northern Ireland) Act 1978	Relevant functions under section 2(c), (d) and (f)
Mental Health (Northern Ireland) Order 1986	Relevant functions under Articles 6(1), 15(2), 22(1), 23(1) and (5), 29(1) and (2), 42(4), 43(3), 44(5), 45(3), 79(2), 129 (1) and (2), 131 and 132
Adoption (Northern Ireland) Order 1987	Relevant functions under Articles 11(1), 13(3)(a), 24, 31, 32, 69(4) and 68

EXPLANATORY NOTE
(This note is not part of the Order.)

This order establishes the Sperrin Lakeland Health and Social Services Trust, an HSS trust provided for in Article 10 of the Health and Personal Social Services (Northern Ireland) Order 1991.

The order provides for the functions of the trust both before (Article 7) and after (Article 3) its operational date (the date on which it assumes all its functions). The functions include the exercise of relevant statutory functions which may be delegated to the trust by Health and Social Services Boards by virtue of authorisations made under Article 3(1) of the Health and Personal Social Services (Northern Ireland) Order 1994. Article 4 and the Schedule specify the operational areas within which the trust may exercise the delegated functions.

The order also specifies the operational date of the trust (Article 6) and makes provision for assistance to the trust by the Western Health and Social Services Board before its operational date (Article 8). Article 9 specifies £500,000 as the maximum value of freely disposable assets.

(1) S.I. 1991/194 (N.I. 1); Article 10(1) was amended, and paragraph 3A of Schedule 3 was inserted, by S.I. 1994/429 (N.I. 2); paragraph 1 of Schedule 3 is cited for the definition of "an order"

(2) S.I. 1994/429 (N.I. 2); the relevant functions are specified in S.R. 1994 No. 64

(3) 1968 c. 34 (N.I.)

(4) S.I. 1972/1265 (N.I. 14)

(5) 1978 c. 53

(6) S.I. 1978/1045 (N.I. 15)

(7) S.I. 1980/563 (N.I. 5)

(8) S.I. 1986/595 (N.I. 4)

(9) S.I. 1987/2203 (N.I. 22)

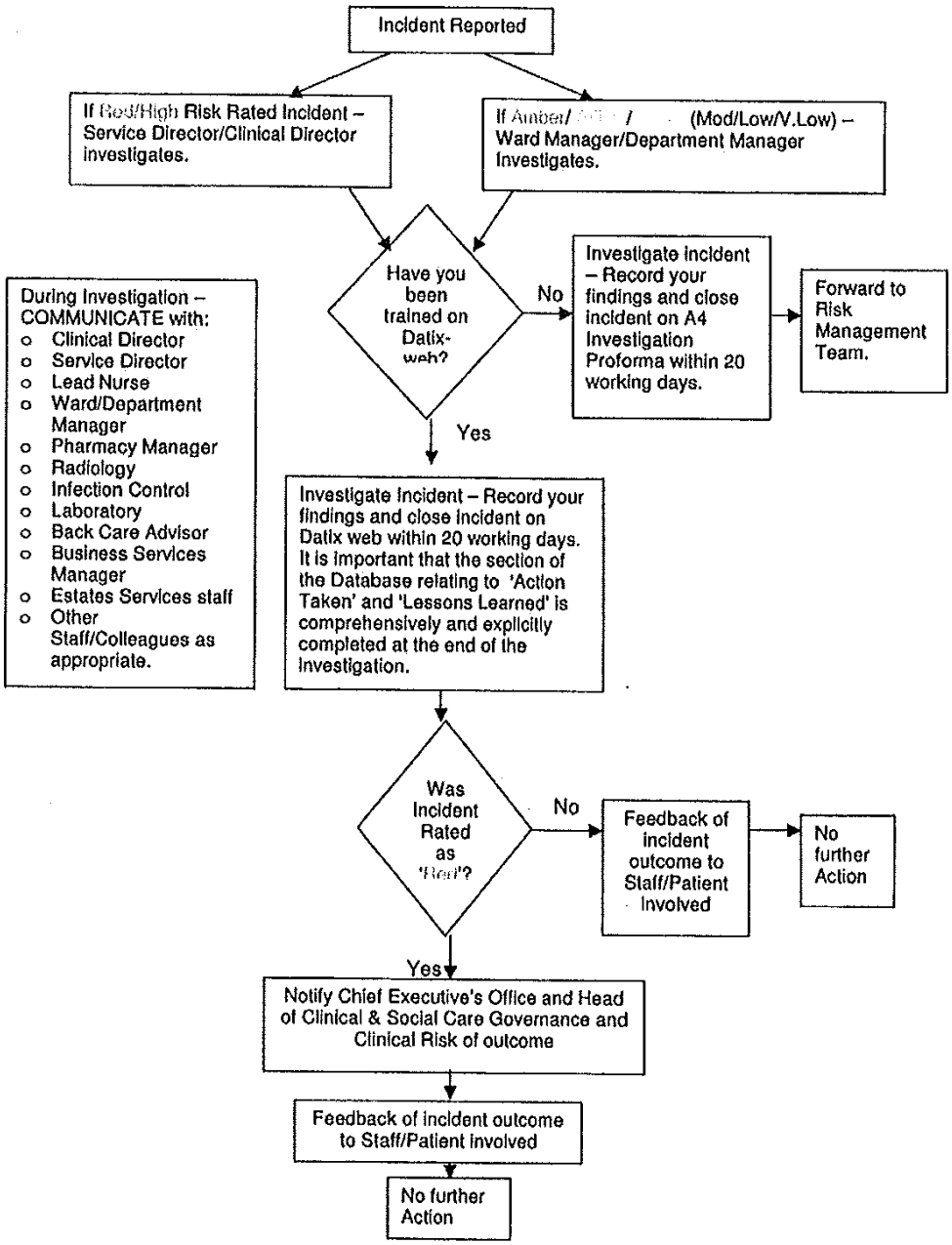
(10) 1989 c. 10

Previous Next

Back to top

SLT.

INCIDENT INVESTIGATION PROCEDURE FOR ACUTE HOSPITAL SERVICES DIRECTORATE



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SERVICE AGREEMENT FOR ACUTE HOSPITAL SERVICES [POC 1]

PURCHASER Western Health and Social Services Board

PROVIDER Sperrin Lakeland Health and Social Care Trust

JUNE 1999

WESTERN HEALTH AND SOCIAL SERVICES BOARD
SERVICE AGREEMENT WITH
SPERRIN LAKELAND HSC TRUST

Introduction

1 On 15 December 1998 the Health and Social Services Executive issued Circular PC CDD 28/98 entitled 'Guidelines for 1999/2000 Service Agreements'. This guidance was published to assist commissioners and providers in developing an appropriate framework for the purchase and delivery of health/social care services.

2 The key themes to emerge from this circular are intended to form the basis of service agreements in 1999/2000 and subsequent years. These relate to 7 core principles:

- equity;
- promoting health and well-being
- quality
- a local focus
- partnership
- efficiency and openness
- accountability

3 There is a continued emphasis on the need for service agreements to be drawn up covering a more strategic timeframe. Longer term agreements are intended to add a greater degree of stability to the commissioning process and enable more attention to be focused on issues such as:

- assessing service needs and the effective delivery of appropriate health/social care provision
- improving/enhancing the quality and outcome of treatment/care
- involving clinicians, other professionals, patients, clients, users and carers more in the development of clinical care outcome measures, quality standards etc.
- adopting a shared approach to the management of financial risk

4 **Strategic Context**

4.1 The Department's Regional Strategy document 'Health & Social Wellbeing: Into the Next Millennium' provides the framework for improving acute care over the next number of years. This policy direction reflects the changing environment within which acute hospital services now operate. The overall aim is to ensure a better quality of treatment/care/investigation for patients in the future.

4.2 In light of the Department's requirements the Board has completed a review of acute services and has developed a cancer services strategy. The review process takes account of the various factors which will combine together to reshape the future provision of acute hospital care.

In particular, this involves a critical review of the pattern of acute inpatient services which will continue to be purchased by the Board over the next few years.

4.3 It is important therefore that providers are fully aware of the Board's intention to make strategic purchasing shifts, in appropriate circumstances, over the period covered by this agreement. This may involve having to adjust the level of inpatient activity being purchased in order to reflect shifts between provider organisations.

5 Clinical Governance

5.1 An increasingly important consideration for the delivery of acute hospital services is the concept of clinical governance. The Board will be adopting a proactive approach to this initiative to ensure that a structured and coherent clinical governance programme is in place within Trusts.

5.2 Clinical governance places clearly defined duties and responsibilities on health care organisations and individuals within them. To be effective, a clinical governance programme must include key elements such as:

- processes for recording and deriving lessons from untoward incidents, complaints and claims;
- a risk management programme;
- effective clinical audit arrangements;
- evidence-based medical practice; and
- a supportive culture committed to the concept of lifelong learning.

5.3 The Board intends to include clinical governance as a standing item which will feature prominently in its ongoing discussions with providers.

6 Year 2000 Compliance

6.1 Year 2000 Compliance is the highest non-clinical priority for the HPSS (although it clearly has clinical implications). The provider will ensure that:-

- A Y2K programme has been established in line with HSSE guidance;
- All necessary steps are taken to ensure that it will not be adversely affected by the impact of the Year 2000;

- Due cognisance is being taken of all Year 2000 issues impacting or likely to impact on the provision of Health & Social Services Care;
- Effective action is being taken to modify or replace critical products which are not Year 2000 compliant, or to establish effective contingency arrangements for products which will not be made compliant; and in particular to ensure that

- Year 2000 programmes include the development of effective contingency, business continuity and emergency (i.e. major incident) plans.

6.2 Furthermore the provider must ensure that agreements placed with other providers of care are aware of and will not be adversely affected by the Year 2000 problem.

6.3 In addition the provider must have signed up to the principles contained in Action 2000 - Pledge 2000.

6.4 The provider should identify anticipated pressures and the measures which will be taken to deal with these pressures, and should reflect local assessment of additional or changed demand for Health & Social Services consequent upon:-

- Millennium celebrations;
- Extended Millennium public holidays;
- Millennium date change induced failure or reduced reliability of equipment or any utility or other service essential to the continuity, safe operation or public access to the clinical and supporting services of the HPSS;
- Possible failure of equipment or of any service essential to the care of patients at home, nursing home or otherwise in the community;
- Public Health implications of possible failure of equipment or service necessary to the safe supply, storage or processing of food or water;
- Possible interruption of communications or transport links upon which reinforcement and support of local HPSS services normally depend; and
- "First in the new millennium" events throughout 2000 (and possibly 2001), which may continue to pressurise emergency services.

7 Partners to the Agreement

7.1 The partners to this agreement are the Western Health and Social Services Board (the purchaser) and the Sperrin Lakeland HSC Trust (the provider).

7.2 The term 'purchaser' will be used to refer to the Western Health and Social Services Board and the term 'provider' will mean the Sperrin Lakeland HSC Trust.

7.3 Where appropriate, it will continue to be the responsibility of GP fundholders to agree separate purchasing arrangements with the provider for their patients.

8 Scope of the Agreement

8.1 The agreement will be used as a means to secure progressive and meaningful improvements in service provision through an open and collaborative approach.

8.2 This agreement will cover the provision of the following services by the provider to or on behalf of the purchasers resident population:

- all completed consultant inpatient episodes occurring during the period of the agreement;
- all completed consultant day case episodes occurring during the period of the agreement;
- all outpatient attendances and treatments including ward attenders occurring during the period of the agreement;
- the provision of diagnostic, therapeutic, paramedical, hotel and ancillary services for such patients;
- diagnostic, laboratory and other services accessed directly by GPs for or on behalf of the Board's residents.

8.3 In addition the agreement will cover the provision of all Accident & Emergency attendances and treatments occurring during the period of the agreement.

8.4 The agreement is not intended to be a legally binding document but is designed to formalise a set of conditions which both partners will agree to abide by.

9 Agreement Period

9.1 The agreement is effective from 1 April 1999 and will continue in force for a period of three years up to 31 March 2002.

9.2 Throughout the period covering the agreement it will be necessary to keep activity levels and funding arrangements under close review. There will be an opportunity to formally renegotiate the terms of the agreement on an annual basis in order to ensure that the conditions continue to reflect changing circumstances as appropriate.

9.3 Where it is decided to implement planned change(s) to existing patterns of service provision it may become necessary to take future resource implications into consideration in terms of investment/disinvestment consequences.

10 Activity Levels

10.1 The indicative activity levels set out at Schedule 1 of this agreement are intended to reflect the anticipated workload to be dealt with by the provider . These take account of key issues such as needs assessment and current referral rates/patterns.

10.2 Every effort has been made to set realistic target volumes which take account of emergency and elective activity levels as appropriate. If during the course of the year a significant over/under performance in activity is projected, suitable risk-sharing arrangements will be agreed for handling the variance.

10.3 It is recognised that these indicative volumes may have to be further refined over time to take account of changes taking place in referral preferences and the availability of service provision. As new referral pathways emerge the purchaser and the provider will undertake to keep variations in planned activity under close review and discuss them fully.

11 Extra Contractual Referrals (ECRs)

11.1 In the case of non-emergency referrals made to a specialty not covered by this agreement, the provider will be required to comply with the arrangements contained in the HSS Executive's guidance on Extra Contractual Referrals (November 1995).

11.2 Paragraphs 30 and 31 of Circular PC CDD 26/98 refers to the abolition of ECRs in England. It is understood that the Executive is encouraging, where possible, Boards and Trusts to comply with the Great British arrangements.

11.3 In the case of tertiary ECRs being arranged by the provider to hospitals situated elsewhere in Northern Ireland or in Great Britain, it will be necessary for consultant staff initiating such referrals to ensure that the purchaser is informed when the referral is taking place. Tertiary extra contractual referrals will be processed in accordance with the arrangements contained in the HSS Executive's guidance (May 1993).

12 Service Fee

12.1 The purchaser will pay the provider an overall annual service fee of £[redacted]. The sum relating to acute hospital services has been calculated on the basis of the indicative activity levels and corresponding prices specified in Schedule 1 of this agreement. The service fee does not take account of the impact of General Practitioner Fundholding changes/developments for 1999/2000.

12.2 The sum relating to Acute Hospital Services has been calculated on the basis of the following:

POC No	Programme of Care	Sum Allocated £
1	Acute Services (Calculated on the basis of the indicative activity levels specified in Schedule 1)	[redacted]

12.3 The various terms and conditions relating to specific financial/ information requirements are set out in detail at Appendix 1 of the agreement.

13 Waiting List Management

13.1 The provider should only admit patients from the waiting list on the basis of clinical priority. Common waiting time standards should be adhered to which reflect the guarantees laid down in the current Charter for Patients and Clients. Patients should be admitted for investigation/ treatment on the basis of clinical need, regardless of whether or not their GP is a fundholder

13.2 The provider will make every effort to ensure that no Western Board patient has been waiting more than 18 months for inpatient or day case treatment or 13 weeks for an initial outpatient appointment.

13.3 In the event that the provider is not in a position to meet this commitment, it may be necessary for suitable waiting list initiative proposals to be developed in consultation with the purchaser.

13.4 The provider must ensure the accuracy of waiting lists and that patients who have already been treated or have died are removed from their lists. A validation exercise will be required for all patients prior to reaching twelve months inpatient/day case waiting time.

14 Monitoring Arrangements

14.1 The purchaser and the provider will work in close co-operation to review the performance of the agreement. A monthly review meeting will be

held but both parties may decide to meet more frequently if this is deemed appropriate.

14.2 The provider will submit regular monitoring reports on activity levels and quality initiatives to the purchaser. Information on inpatient, day case and outpatient activity levels will be required on a monthly basis (see Appendix I for further details). Inpatient activity should be reported by specialty on a finished consultant episode basis as well as indicating the corresponding levels of discharges and deaths.

14.3 Monitoring reports should include details of any cancelled admissions, complaints received from Western Board patients and the action taken to remedy them. As information systems become further developed the provider may be asked to supply details in respect of cancelled operations and clinics by specialty.

14.4 The provider will be required to furnish appropriate information on all cases identified with cancer to the Northern Ireland Cancer Registry.

15 Quality Enhancement

15.1 The provider will ensure that services provided are of the highest standard of quality achievable within available resources. A major objective of this agreement will be to secure an improvement in the quality and responsiveness of patient treatment/investigation/care. The purchaser may also wish to negotiate other specific quality improvements in discussion with the provider over the period covered by this agreement.

15.2 The provider will share details of its quality framework with the purchaser. This document should set out the various professional guidelines and policies being adhered to, together with details of internal arrangements which are in place in respect of key activities such as:

- admission/discharge policies
- medical, nursing and clinical audit
- procedures for handling complaints
- relevant staff training/development programmes
- any other relevant quality initiatives

15.3 Each specialty will be required to participate in clinical audit on a multi-disciplinary basis as appropriate. Individual professions will also be required to initiate audit projects in relevant circumstances. Audit projects should be designed to develop suitable guidelines and treatment protocols from which outcomes can be measured.

15.4 The provider will be required to carry out consumer surveys in collaboration with the purchaser in order to avoid unnecessary duplication. Views on the quality of service delivery will also be obtained from local General Practitioners and the Western Health and Social Services Council.

15.5 The provider will be required to adhere to current health, safety and relevant firecode procedures/policies as appropriate.

16 Patient Discharge/Transfer Arrangements

16.1 The provider will be responsible for ensuring that appropriate arrangements have been made to facilitate the smooth transfer of a patient to another provider. In particular this will necessitate timely/proper consultation and notification between providers about the agreed handover of clinical responsibility/management.

16.2 Discharges from hospital to the community must be properly planned and co-ordinated. To this end the provider will be expected to have a written discharge procedure which is regularly reviewed and updated in consultation with purchasers, GPs and other relevant parties. This procedure should cover key issues such as:

- protocols for communication with receiving provider, GPs, community care staff, relatives/carers etc.
- information provided to patients about their condition, medication needs and any follow up appointments.

16.3 The provider will ensure the prompt dispatch of clinical discharge letters to GPs. The provider will be required to report on a regular basis to the purchaser about delays in issuing such letters.

17 Unsatisfactory Performance

17.1 The purchaser and the provider will adopt an open and constructive approach in terms of resolving any problems which may arise in relation to performance. Such issues will be resolved through discussion and negotiation with agreement being reached on a suitable course of action to remedy the problem.

17.2 In the unlikely event that there is significant or repeated failure on the part of the provider to meet agreed standards of performance or to implement an agreed course of action, it may become necessary for the purchaser to review the basis of the agreement.

17.3 The provider will ensure the prompt dispatch of clinical discharge letters to GPs. The provider will be required to report on a regular basis to the purchaser about delays in issuing such letters.

18 Evaluation

18.1 Prior to completion of the agreement it will be necessary for the purchaser and the provider to agree suitable arrangements for jointly evaluating that services have been delivered to the standards and levels detailed in this agreement.

SIGNED: ..... **DATE:** 2/8/99.

T J FRAWLEY
GENERAL MANAGER
[WHSSB]

SIGNED: ..... **DATE:** 22nd July '99

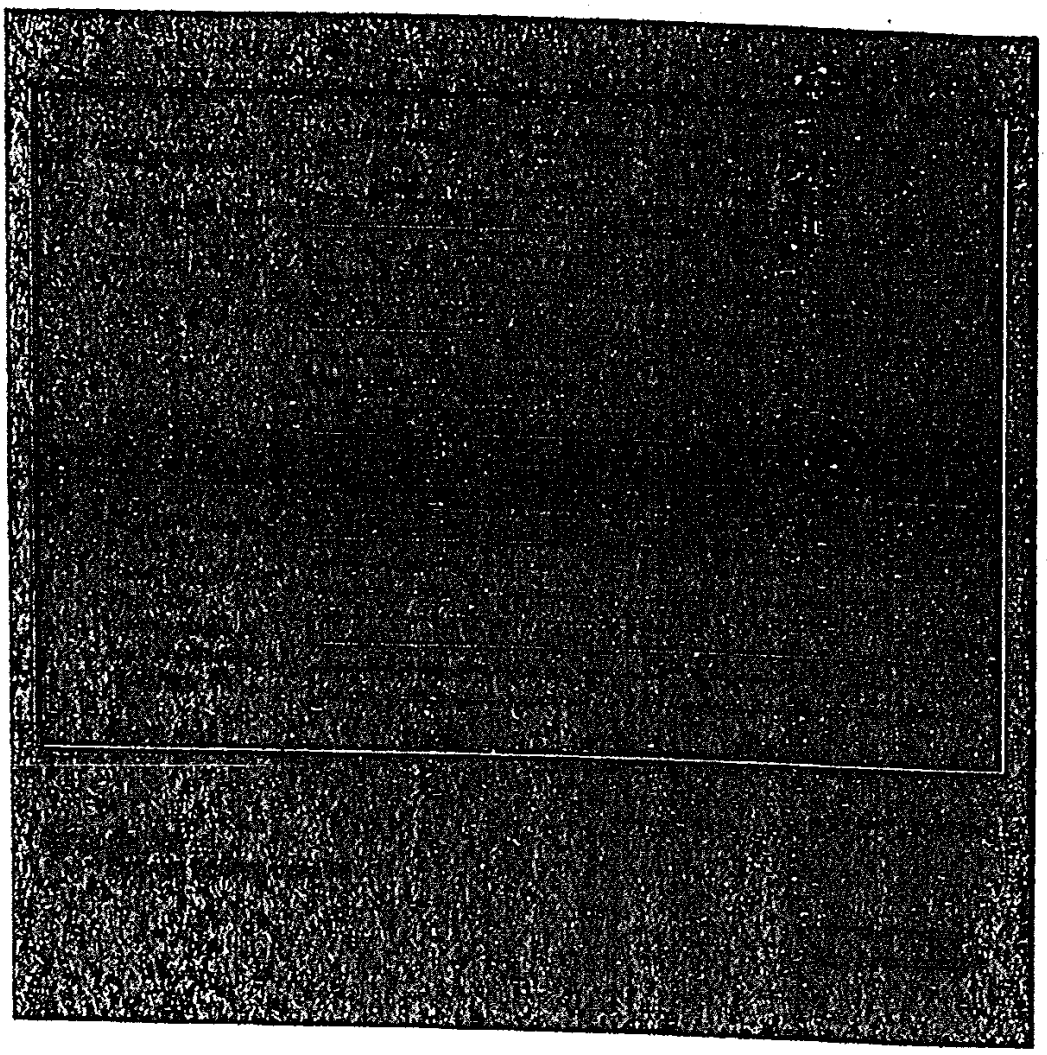
H S MILLS
CHIEF EXECUTIVE
[SPERRIN LAKELAND HSC TRUST]

SUMMARY

Sperrin Lakeland HSS Trust

1999/2000 Western Board Contract

Summary by Programme of Care



Schedule 1

Sperrin Lakeland HSS Trust
Hospital Services
1999/2000 Contract before GPFH

	Hospital Specialities		Volumes			Cost			Total Cost			
POC	Main Group Specialty	Sub-Group Sub Specialty	Inpatient	Day Case	Outpatient	Inpatient £	Day Case £	Outpatient £	Inpatient £	Day Case £	Outpatient £	Total £
1	A&E				40,909			27.62			1,129,858	1,129,858
1	Chronic Pain				-						-	-
1	Cardiology		1,600		2,100	911.65		65.11	1,458,640		136,731	1,595,371
1	Dermatology	General	-		-						-	-
1	Dermatology	Pulse Dye Laser	-									-
1	ENT		873	370	7,600	934.86	448.00	40.12	812,114	165,760	304,912	1,282,786
1	General Medicine		2,802	954	4,895	911.65	176.74	65.11	2,555,004	170,616	333,608	3,059,228
1	General Medicine	DA Endoscopy										-
1	General Surgery	NOTE 1	3,984	1,290	12,112	1,236.64	345.01	41.58	4,926,375	445,063	503,376	5,874,813
1	General Surgery	DA Minor Surgery										-
1	General Surgery	Breast Lump Clinic										-
4	Geriatric Medicine								-	-	-	-
1	Gynaecology	NOTE 2	880	324	2,064	977.05	141.41	64.55	840,283	45,817	133,231	1,019,331
1	Gynaecology	Colposcopy			336			64.55			21,689	21,689
1	Haematology	General			-						-	-
1	Haematology	Anti-Coagulant										-
1	ICU											-
1	Neurology				480			29.48			14,150	14,150
2	Obstetrics		1,725		4,250	1,093.75		77.82	1,886,719		330,735	2,217,454
1	Ophthalmology	General			-						-	-
1	Oral Surgery				-						-	-
1	Orthodontics				-						-	-
1	Paediatric Medicine		1,600		2,500	687.61		53.74	1,116,176	-	134,350	1,250,526
1	Pain Management				800			23.32			18,656	18,656
1	Renal		170	5,400	750	911.85	227.70	43.36	155,016	1,229,580	32,520	1,417,116
1	Rehabilitation									-	-	-
1	Rheumatology				-						-	-
1	Trauma & Orthopaedics	General			-						-	-
1	Trauma & Orthopaedics	Orthopaedics			1,100			19.86			21,848	21,848
1	Sick Babies,NNICU	Cot Days	1,180			454.39			536,148		-	536,148
			15,114	8,338	78,887				14,386,772	2,058,738	3,107,294	19,552,804
	Final Price Adjustments											59,000
			15,114	8,338	78,887				14,386,772	2,058,738	3,107,294	19,611,804

Schedule 1

Sperrin Lakeland HSS Trust
Hospital Services
1999/2000 Contract before GPFH

Programme Of Care Analysis

	Volumes			Total Cost			
	Inpat.	Day Cases	Outpat.	Inpatient Cost £	Day Case Cost £	Outpatient Cost £	Totals £
1 Acute	13,389	8,338	76,837	12,500,053	2,030,738	2,776,548	17,304,339
2 Maternity & Child Health	1,725	-	4,250	1,868,719	-	350,726	2,217,454
3 Family & Child Care							
4 Elderly care							
5 Mental Health							
6 Mental Handicap							
7 Physical & Sensory Disability							
8 Health Promotion							
9 Primary Health & Adult							
	15,114	8,338	79,087	14,368,772	2,030,738	3,127,274	19,521,793

Sperrin Lakeland HSS Trust
Hospital Service-Inpatient Elective Emergency Split
1999/2000 Contract after GPFH

POC	Hospital Specialties: Main Group Speciality	Sub-Group Sub Speciality	Inpatients Elective/Emergency Split: Elective	Emerg.	Total	Emerg. %	Cost £	Total Cost: Elective £	Emerg. £	Total £
1	A&E									
1	Chronic Pain		32	1,568	1,600	98%	911.85	29,179	1,429,781	1,458,960
1	Cardiology		-							
1	Dermatology	General	-							
1	Dermatology	Pulse Dye Laser	302	671	973	69%	834.65	252,064	560,050	812,114
1	ENT		172	2,630	2,802	94%	911.85	156,838	2,398,166	2,555,004
1	General Medicine	General	-							
1	General Medicine	DA Endoscopy	637	3,307	3,944	84%	1,226.64	787,670	4,130,609	4,918,279
1	General Surgery	General	-							
1	General Surgery	DA Minor Surgery	-							
1	General Surgery	Breast Lump Clinic	-							
4	Geriatric Medicine		301	599	900	66%	977.05	294,092	548,171	842,263
1	Gynaecology	General	-							
1	Gynaecology	Colposcopy	-							
1	Haematology	General	-							
1	Haematology	Anti-Coagulant	-							
1	ICU		-							
1	Neurology		1,725		1,725	0%	1,093.75	1,886,719		1,886,719
2	Obstetrics		-							
1	Ophthalmology	General	-							
1	Oral Surgery		-							
1	Orthodontics			1,600	1,600		698.86		1,118,176	1,118,176
1	Paediatric Medicine		-							
1	Radiotherapy		170		170	0%	911.85	155,015		155,015
1	Renal		-							
1	Rehabilitation		-							
1	Rheumatology		-							
1	Trauma & Orthopaedics	General	-							
1	Trauma & Orthopaedics	Orthopaedics		1,400	1,400		454.39		636,146	636,146
1	Sick Babies,NNICU	Cot Days								
			3,339	11,775	15,114	4		3,561,583	10,825,189	14,386,772

Prepared By Financial Planning

Draft Contract Format

APPENDIX I

WESTERN HEALTH AND SOCIAL SERVICES BOARD

FINANCIAL AND INFORMATION REQUIREMENTS

WHSSB/Sperrin Lakeland HSC Trust

1 Service Fee

1.1 The service fee is net of capital charges, the accounting treatment of which will be subject to whatever arrangements are determined by the HSS Executive. Pay and price inflation for 1999/2000 are included in the agreement at [redacted]

1.2 The prices quoted will remain constant for the duration of the agreement and will only be adjusted by agreement in writing. Adjustments will only be made for in-year variations resulting from national or local approvals/ negotiations which impact on service costs and the related value of the agreement.

1.3 The provider will be responsible for managing the activity within the overall sum available. This will require the provider to monitor carefully the number of patients treated throughout the year and may necessitate the phasing of elective admissions - having regard to Charter guarantees - in order to remain within the maximum financial value of the agreement.

2 Variation to Service Fee

2.1 Where practicable the provider will endeavour to manage the workload levels set out in Schedule 1 in such a way that each month accounts for about one twelfth of the indicative activity levels and around one twelfth of the total agreement value. This will be particularly important given the significant resource constraints being faced by the purchaser because of the [redacted] cost improvement target imposed by Government.

2.2 There will be no variation to the service fee where inpatient/day case outturn activity levels, after allowing for differences across specialties, represent no more than [redacted] of the service fee.

2.3 Where outturn activity levels account for more than [redacted] of the service fee then any increase/decrease to the service fee payable will be calculated using an average marginal rate of [redacted] This agreed average marginal rate (%) will be applied to any sum in excess of [redacted] of the original service fee. An example of how any such variation will be calculated is shown in the Appendix to this agreement.

2.4 Regular monitoring reports will be required from the provider so that variations in excess of [redacted] of the service fee can be identified at an early stage, and any remedial action agreed with the purchaser.

3 Billing and Payment Arrangements

3.1 The purchaser will require the provider to submit a monthly invoice for payment of one twelfth of the agreed service fee. Invoices must include sufficient information to enable the purchaser to properly authorise payment and should include the following information as supporting documentation:

- service level agreement reference number
- period covered by invoice
- numbers of patients treated by specialty (see monitoring arrangement)
- charge per patient
- detailed patient related information including name, address, post code, date of birth, details of registered GP, date of consultation, date of admission, date of discharge, diagnostic code, OPCS code, consultant details etc.

3.2 The purchaser will make prompt payment in respect of all valid accounts submitted by the provider. However in the event that the provider fails to furnish a full and accurate minimum data set within six weeks of the end of the month of treatment/discharge for any inpatient, outpatient or day case treatments discussion will have to take place with the purchaser on the issue of liability.

3.3 In accordance with Departmental guidance on exceptions to Charter waiting list guarantees patients who meet the criteria described for medical and self-deferrals will be separately identified and accounted for on the waiting list. These patients will not be subject to the 18 month inpatient/day case stipulation referred to at paragraph 10.2 of the main agreement.

4 Waiting List Information

4.1 During 1997/98 the four Boards and the Trusts worked to develop an anonymised waiting list data set extract for inpatient and daycase lists. The purpose of this exercise was to standardise the existing waiting list information flows between Trusts and Boards and thereby reduce the workload for all parties. From 1 April 1999 the provider will be required to provide the standard waiting list data set extract within the timescales agreed with individual Boards. During 1999/2000 the Trusts along with the Boards will work to develop a similar standardised extract for outpatient waiting lists.

5 Monitoring Requirements

5.1 The provider will submit regular monitoring reports on activity levels and quality initiatives to the purchaser. Information on inpatient, day case, outpatient activity levels and waiting list returns will be required on a monthly basis (by the 15th working day of each month). In addition the Provider will work with the Board to develop electronic data transfer.

6 Charter for Patients and Clients

6.1 The provider will strive to comply with all appropriate requirements and standards contained in the NI Charter for Patients and Clients. In addition the provider will be required to confirm the extent of its compliance with the purchaser's own Charter document 'Better Care'.

7 Complaints Procedure

7.1 The provider will be required to implement the HSS Complaints Procedure and to ensure that arrangements for the local resolution of complaints are put in place. These arrangements should be described in a written Procedure and should be brought to the attention of the service users. Staff should receive appropriate training and support in the handling of complaints.

8 The Protection and Use of Patient and Client Information

8.1 The Provider will be expected to follow DHSS Guidance on the Patient & Use of Patient and Client Information and the recommendations of the Caldicott Committee Report. Arrangements should be continually reviewed to ensure ongoing compliance with above named guidance and any further guidance issued. In addition, the provider will be required to comply with the Data Protection Act 1984 and Data Protection Act 1998 when implemented.

9 Public Access to Information about the HPSS

9.1 The Provider will be required to adhere to the principles outlined in the recent 'Code of Practice on Openness in the HPSS' published by HSS Executive.

9.2 In particular the provider will be expected to ensure that the following key aims of this Code are adhered to:

- people have access to available information about the services provided by the HPSS, the cost of those services, quality standards and performance against targets;
- people are provided with explanations about proposed service changes and have an opportunity to influence decisions on such changes;
- people are aware of the reasons for decisions and actions affecting their own treatment and care;
- people know what information is available and where they can get it.

10 Conciliation and Arbitration

10.1 Both parties will endeavour to avoid the need for conciliation and arbitration having to take place through regular and constructive dialogue. However in the event of any dispute or failure to agree on any matter in relation to the agreement, the matter shall be referred for conciliation or, if necessary, arbitration in accordance with the machinery set out in the HSS Executive's guidance 'Resolution of Contractual Disputes' (June 1993).