



HSE Health Region/ Integrated Healthcare Area/National Office of Executive	
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HEALTH SERVICE EXECUTIVE (the “Executive”)

and

[INSERT NAME OF THE PROVIDER]

**[being a member of
INSERT CONSORTIUM NAME – delete if Provider is not a member of a Consortium]**

Services for Older People Home Support Authorisation Scheme (the “Scheme”)

For-Profit Service Arrangement

Part II

Healthcare Provider Specific Requirements (“HPSR”)

To be populated, executed and returned to the Executive by each Provider appointed by the Executive to the Scheme.

INTERNAL HSE NOTE: This form of Arrangement is NOT to be used by the Executive for: -

Providers who are not authorised to deliver Home Support Services (HSS) under the Scheme. An alternative form of HPSR for Older Persons will be required to be completed for that cohort of Providers.

CONTENTS

SECTION 1 – CONTACT DETAILS / MATTERS RELEVANT TO THIS HPSR	6
<i>Part A - Executive Particulars</i>	6
(I) EXECUTIVE PARTICULARS	6
(II) EXECUTIVE CONTACTS	6
<i>Part B - Provider Particulars</i>	7
(I) PROVIDER PARTICULARS	7
(II) PROVIDER CONTACTS	8
<i>Part C – MATTERS RELEVANT TO THIS HPSR</i>	10
(I) SERVICES FOR OLDER PEOPLE HOME SUPPORT AS – CONSORTIUM PARTICULARS	10
(II) DURATION OF THIS HPSR	11
(III) IMPACT OF POTENTIAL REGULATORY CHANGES ON THE SCHEME AND THIS ARRANGEMENT (INCLUDING THE SERVICES & THE FUNDING)	11
SECTION 2 – FUNDING PARTICULARS	12
A. FUNDING DETAILS & PROCESS	12
B. RATE DETAILS (SPECIFIC TO THIS ARRANGEMENT)	13
C. SCHEDULE OF PAYMENTS TO PROVIDER	13
D. CHARGING OF SERVICE USERS - OUTSIDE THE SERVICES FOR OLDER PEOPLE HOME SUPPORT AUTHORISATION SCHEME	14
SECTION 3 – SERVICE DELIVERY SPECIFICATION	15
A. SERVICE OVERVIEW	15
B. DETAILS OF THE SERVICES	16
C. KEY PERSONNEL	18
D. APPROVED PROVIDER LOTS	18
E. ACCESS, REFERRAL, ADMISSIONS & DISCHARGE POLICIES AND PROCEDURES	19
F. SERVICE OUTCOMES	20
G. SERVICE USER ENGAGEMENT	20
H. THIRD PARTY CONTRACTS	21
SECTION 4 – FURTHER INFORMATION AND GOVERNANCE REQUIREMENTS	22
A. GENERAL	22
B. COMPLAINTS REPORTING	22
C. SAFEGUARDING ADULTS AT RISK OF ABUSE E-LEARNING PROGRAMME	23
D. PERFORMANCE INDICATORS	23
E. QUALITY	24
F. PERFORMANCE REVIEW MEETINGS	25
SIGNATURE PAGE TO PART II OF ARRANGEMENT (HEALTHCARE PROVIDER SPECIFIC REQUIREMENTS)	26

STATUS OF PART II (HEALTHCARE PROVIDER SPECIFIC REQUIREMENTS)

1. This document constitutes Part II of the Arrangement, being the Healthcare Provider Specific Requirements or HPSR, and is supplementary to the terms and conditions set out in Part I of the Arrangement (as amended by the addendum to Part I signed by the Provider (and, where the Provider is a Consortium Member, by each Consortium Member and the Consortium Lead) as part of the Arrangement (the “**Addendum**”).
2. Capitalised terms used in this HPSR have the meanings ascribed to them at Clause 1.1 of Part I of the Arrangement (as amended by the Addendum) (or elsewhere in the Arrangement unless otherwise expressly defined at paragraph 6 below (or elsewhere in this HPSR). For avoidance of doubt, where a capitalised term used in Part I of the Arrangement has been given an updated meaning in the Addendum or paragraph 6 below, that updated definition shall be deemed to apply to the Arrangement in precedence to the definition in Part I.
3. Part I (including its Schedules), the Addendum and Part II (HPSR) of the Arrangement, together form the Arrangement and the provisions of Part I of the Arrangement apply to the HPSR.
4. For avoidance of doubt and without limiting the generality of the foregoing:
 - 4.1 Clause 1.4 (Conflict) of Part I and Clause 5.2 of the Addendum applies to this HPSR.
 - 4.2 Clauses 1.5 and 1.6 (Interpretation) of Part I apply to this HPSR.
 - 4.3 Clause 30 (Dispute Resolution) of Part I applies to Disputes arising under or in connection with this HPSR.
 - 4.4 Variations to the HPSR are governed by and may only be made by the parties in accordance with Clause 34.10 (Variation) of Part I of the Arrangement.
5. In relation to completion, submission and execution of the HPSR:
 - 5.1 The HPSR is in standard format but, in respect of each Arrangement, the required information in respect of the specific Arrangement shall be populated by the Executive and the Provider (as applicable).
 - 5.2 The HPSR is completed and executed by the parties at commencement of the Duration of the Arrangement and applies for the Duration of the Arrangement (subject to clause 2.1.5 of the Addendum). The term Duration of the Arrangement shall have the meaning ascribed to such term in Part I (as amended by the Addendum).
 - 5.3 In the case of a Multi-Funded Provider, separate HPSRs shall be completed and executed by the parties in respect of each Funding Integrated Healthcare Area (IHA), National Office of the Executive or Funding Health Region at the commencement of the Duration of the Arrangement. The Part I and Addendum executed by the Provider and the Lead Health Region or national office of the Executive together with the Part II for each Funding IHA or Funding Health Region together will comprise the Arrangement for a Multi-Funded Provider.
 - 5.4 The provisions of Clause 34.12 (Counterparts) apply to the execution of the HPSR by the parties.
6. The following terms shall have the following meanings in this HPSR (and this Arrangement):
 - 6.1 “**2025 Contract Renewal**” has the meaning ascribed to such term in the Addendum;

- 6.2 **“Application Process”** means the process undertaken by the Executive via eTenders pursuant to which Approved Providers were selected to participate in the Scheme;
- 6.3 **“Approved Provider”** means a service provider approved by the HSE to provide HSS under the Scheme and which includes the Provider;
- 6.4 **“CDHS”** means Consumer Directed Home Support Services as further detailed in the Executive’s National Guidelines & Procedures for the Standardised Implementation of Home Support Service (HSS Guidelines) 2018;
- 6.5 **“Home Support Care Plan”** means the plan developed between the Service User/family/informal carers and the delegated officer of the Executive to provide appropriate HSS based on the Home Support Needs Assessment and which includes formal/informal care provision for deficits in the Service Users’ ability to undertake essential activities of daily living and a Risk Assessment and may also be known as Home Care Plan or Personal Support Plan (or any revised definition which may be adopted in the Service Specifications at any time during the Duration of the Term);
- 6.6 **“Home Support Needs Assessment”** in accordance with the Service Specifications means an assessment carried out by appropriate healthcare professionals of the Executive for the purpose of identifying a Service User’s dependencies and HSS needs in order to ensure that appropriate care is provided in an appropriate setting (or any revised definition which may be adopted in the Service Specifications at any time during the Duration of the Term);
- 6.7 **“HSS”** means home support services for older persons which directly employed staff of the Executive are not available to deliver and which encompass:
- 6.7.1 services previously tendered by the Executive as Enhanced Homecare Services;
 - 6.7.2 traditional home help services which have been part of the single funded HSS since 1 January 2018;
 - 6.7.3 HSS provided through Complex Home Support funded arrangements (formerly known as Intensive Home Care Packages (IHCPs)) when directly employed staff of the Executive are not available to deliver such services; and
 - 6.7.4 CDHS, being another approach to service delivery and which, for the avoidance of doubt, excludes home support services provided to persons with disabilities as part of the Executive’s disability services;
- 6.8 **“HSS Guidelines”** means the Executive’s National Guidelines and Procedures for the Standardised Implementation of the Home Support Service issued by the Executive to Approved Providers as amended, supplemented, replaced or re-issued from time to time and, in respect of which the version which applies at the Commencement Date is the September 2018 version;
- 6.9 **“Lots”** has the meaning ascribed to such term in the Addendum;
- 6.10 **“Rates”** means the rates on the basis of which the Funding will be paid to the Provider, being the rates to be paid by the Executive for the Services in accordance with and which are set out in paragraph B (Rate Details) of Section 2 (Funding Particulars) of this HPSR, subject to any adjustment on foot of a rates review in the course of the Duration of the Arrangement as provided for at paragraph B (Rate Details) (of Section 2 (Funding Particulars) of this HPSR;
- 6.11 **“Scheme”** means the Services for Older People Home Support Authorisation Scheme which consists of a panel of Approved Providers from whom the Executive may request HSS in accordance with the terms of this Arrangement;

- 6.12 **“Services”** means the HSS to the extent delivered by the Provider under this Arrangement;
- 6.13 **“Scheme Documentation”** has the meaning ascribed to such term in the Addendum;
- 6.14 **“Service Specifications”** means the service specifications in respect of the Scheme (HSS - Services for Older People – Access and Integration) issued by the Executive to Approved Providers as amended, supplemented, replaced or re-issued from time to time and, in respect of which the version which applies at the Commencement Date is V2.September 2025;
- 6.15 **“SOP”** means the standard operating procedures in respect of the Scheme (HSS – Services for Older People – Access and Integration) issued by the Executive to Approved Providers as amended, supplemented, replaced or re-issued from time to time and, in respect of which the version which applies at the Commencement Date is V3.September 2025.

PART A - EXECUTIVE PARTICULARS

(I) EXECUTIVE PARTICULARS	
<i>Set out the key Executive organisation details below</i>	
Name of Health Region, IHA or National Office	
Health Region, IHA or National Office Address	
(II) EXECUTIVE CONTACTS	
Name of Regional Executive Officer, IHA Manager or National Office equivalent	
Address	
Telephone Number	
E-mail	
Key Contact Person Name <i>(This is the nominated key contact person who will have operational responsibility for the Arrangement)</i>	
Address	
Telephone Number	
E-mail	
Authorised Signatory Name <i>(This is the person who has been assigned responsibility for executing the Arrangement on behalf of the Executive. This should be in line with National Financial Regulations as appropriate)</i>	
Address	
Telephone Number	
E-mail	
Service Lead's Name	

Address	
Telephone Number	
E-mail	
Finance Contact Name	
Telephone Number	
E-mail	
Nominated Point of Contact to receive Complaints from Provider regarding risks to Service Users	
Telephone Number	
E-mail	

PART B - PROVIDER PARTICULARS

(I) PROVIDER PARTICULARS	
Registered Name <i>(Legal Entity as per CRO)</i>	
Registered Address	
Trading Name <i>(if applicable)</i>	
Legal Status	
Registered Company Number	
Tax Registration Number	
Parent Organisation Name	
Parent Organisation Address	
Franchise Organisation Name and address <i>(Where the legal entity is operating as a Franchise)</i>	
HSS Consortium Status Is Provider a Consortium Member?	Yes ☐ No ☐

(II) PROVIDER CONTACTS	
<i>The purpose of this section is to set out the key Provider contact details</i>	
Key Contact Person Name <i>(This should be the person who has overall responsibility for execution of the Arrangement on behalf of the Provider and will be the Provider's key contact person with the Executive)</i>	
Address	
Telephone Number	
E-mail	
Chief Executive Officer, Director or appropriate Senior Official Name <i>(Enter correct title)</i>	
Address	
Telephone Number	
E-mail	
Authorised Signatory Name <i>(This should be the person authorised by the Board of the Provider to execute the Arrangement on behalf of the Provider CEO / Chairperson or Equivalent Senior Person delegated by the Board of the Provider. If the Provider is not a company, the Board should be read as the governing committee or equivalent governing body of the Provider)</i>	
Position Title	
Address	
Telephone Number	
Email	
Service Lead's Name <i>(Provider nominated Manager to lead on management of the Arrangement)</i>	
Address	
Telephone Number	

E-mail	
Clinical Governance Lead Name	
Health Care Professional Status	
Registration Number	
Address	
Telephone Number	
E-mail	
Finance Contact Name	
Telephone Number	
E-mail	
HR Contact Name	
Telephone Number	
E-mail	
Name of Emergency Contact <i>(i.e. 24/7 contact as per Specification 14 of the 'Services for Older People Home Support Authorisation Scheme Service Specifications 2025')</i>	
Telephone Number	
E-mail	

Note: Please see paragraph A of Section 4 of this HPSR (Further Information and Governance Requirements) with regard to notification requirements for changes relating to Provider entity and related particulars (including with regard to Notification of Change form).

PART C – MATTERS RELEVANT TO THIS HPSR

(I) SERVICES FOR OLDER PEOPLE HOME SUPPORT AS – CONSORTIUM PARTICULARS			
Where the Provider is a Consortium Member, details of the Consortium Lead and of each Consortium Member must be listed below.			
Consortium Lead company or organisation* Name <i>*where not a company</i>			
Consortium Lead company or organisation* Trading Name <i>*where not a company</i>			
List of each Consortium Member			
Name of Consortium Member	Lot(s)	Members	Lots

Notes re Consortia

- Where the Provider is a Consortium Member, all Consortium Members (including the Consortium Lead) must sign the Addendum as part of this Arrangement.
- Permitted changes to the make-up of the Consortium are addressed at Clause 4 of the Addendum. In the event that any such change is effected (with the prior written consent of the Executive) during the Duration of the Arrangement, the details at Part C above will require to be updated accordingly.
- As provided for at Clause 4 of the Addendum, where the Provider is a Consortium Member, the Provider and each other Consortium Member are jointly and severally liable to the Executive for the performance of the Arrangements (as defined in the Addendum).

(II) DURATION OF THIS HPSR

As provided for in Part I of this Arrangement (as amended by the Addendum), the Duration of this Arrangement (including this HPSR) shall be sixteen (16) months (1 September 2025 to 31 December 2026), subject to the entitlement of the Executive, in its absolute discretion, to extend the Duration of this Arrangement until 31 December 2027 by way of an Extension (or to any earlier termination of the Arrangement in accordance with the terms of Part I) (as amended by the Addendum).

(III) IMPACT OF POTENTIAL REGULATORY CHANGES ON THE SCHEME AND THIS ARRANGEMENT (INCLUDING THE SERVICES & THE FUNDING)

Clause 3 of the Addendum (Agreed Amendments to Part I) shall apply with regard to the impact of any new legislation, policy, standards, guidelines or requirements (howsoever described) applicable to the Services or the Funding or the establishment of a statutory Home Support Scheme in the course of the Duration of this Arrangement, including with regard to the entitlement of the Executive to either amend or terminate this Arrangement (as applicable) to the extent considered necessary by the Executive in order to reflect, align with, facilitate or comply (or provide for compliance by Providers) with any new legislation, policy, standard, guideline or requirement (however described) or the introduction of a statutory Home Support Scheme.

SECTION 2 – FUNDING PARTICULARS

Funding Particulars

A. FUNDING DETAILS & PROCESS

The purpose of this section is to specify details of the Funding to be paid by the Executive in respect of the Services in accordance with this Arrangement and related payments process.

Payments

The Provider is an Approved Provider for the purpose of the Scheme and this Arrangement.

For the purpose of the definition of Funding at Clause 4.1 of Part I of this Arrangement, the amount specified in paragraph A (Funding Details > Payments) of Section 2 (Funding Particulars) of this HPSR shall be deemed to refer to the amount paid by the Executive to the Provider in respect of Services provided at the Rates on foot of verified invoices and otherwise in accordance with the terms of this Arrangement.

Approved Providers appointed under the Scheme are not guaranteed a certain or maximum level of funding or a minimum (or any) quantum of Service.

The Rates as set out at paragraph B below shall apply from the Commencement Date until 31 December 2026 provided that, in the event of an Extension, the Rates may, in each case in the sole and absolute discretion of the Executive and without any obligation to do so, be reviewed by the Executive and adjusted Rates may be imposed on foot of a review of the Rates, subject always to the available resources of the Executive as well as ongoing analysis of rates in collaboration with Approved Providers.

The Funding will be paid by the Executive to the Provider for delivery of Services on the basis of submission of certified invoices by the Approved Provider to the Executive in accordance with the process for allocating Services to Approved Providers outlined in the SOP.

Payment of Funding will be based on the Rates as outlined in the Rate Table at Part B below.

Monthly invoices are to be submitted by the Provider to the Executive in the manner and format required by the Executive detailing actual hours delivered to Services Users in the previous calendar month. Invoices must detail actual service provision, missed calls and cancelled calls as set out in the Service Specifications. Verification of Service Delivery is required to accompany each invoice. Invoices to be appropriately validated by the Executive in line with the Executive National Financial Regulations (NFRs).

B. RATE DETAILS (SPECIFIC TO THIS ARRANGEMENT)

2025 RATES:

The table below sets out details of the Rates to be paid by the Executive for the Services pursuant to this Arrangement. Please refer to Section 3 (Service Particulars) of this HPSR for further details regarding changes (if applicable) to existing rates of an Approved Provider.

Hourly Day rate 08.00 to 22.00 Monday to Saturday	Hourly Day rate 08.00 to 22.00 Sundays and Bank Holidays	Hourly Night rate 22.00 to 08.00 Monday to Saturday	Hourly Night rate 22.00 to 08.00 Sundays and Bank Holidays	30 minute rate 08.00 to 22.00 Monday to Saturday	30 minute rate 08.00 to 22.00 Sundays and Bank Holidays
€32.73*	€40.90*	€27.75*	€33.91*	€22.91*	€27.72*

*Rates are inclusive of, and contingent upon, the Provider meeting its legal obligations vis-à-vis its employees who are Provider Personnel in relation to the payment of travel time, payment for which is included in the Rates. Without prejudice to its Access Rights under Clause 10 of Part 1 of this Arrangement more generally, the Executive reserves the right to undertake an audit exercise where necessary to ensure that this mandatory requirement is being met.

*It is the Executive's requirement that, at a minimum, the "living wage" (i.e., the hourly wage rate that should provide employees with sufficient income to achieve an agreed acceptable minimum standard of living) will be paid by the Provider to those of its employees who are Provider Personnel. Without prejudice to its Access Rights under Clause 10 of Part 1 of this Arrangement more generally, the Executive reserves the right to undertake an audit exercise where necessary to ensure that this mandatory requirement is being met.

*A cancellation fee shall not be paid to the Provider in circumstances where the Executive or the Service User provides at least eight (8) hours' notice of cancellation to the Provider in respect of any instance of provision of Services and the Provider is not required to provide those Services. If the Service User or the Executive does not provide at least eight (8) hours' notice to the Provider, the Executive will pay to the Provider as part of the Funding an amount equivalent to 50% of the charge applicable to the cancelled call only and no further amount shall be payable to the Provider.

C. SCHEDULE OF PAYMENTS TO PROVIDER

Payments as per authorised process by invoice (including self-declaration) at the Rates as set out at paragraph B (Rate Details) above.

PROVIDER BANK ACCOUNT NUMBER

EXECUTIVE'S VENDOR NUMBER

Dates	Details	Amount €	Payment Method
Monthly if service provided in previous month	All approved hours of Services delivered (or monetary amount if CDHS) provided to approved Service Users in the previous calendar month and as appropriately validated in line with NFR	Various: As per approved Service User hours delivered at the 30-minute or hourly Rates (as applicable) (<i>To be noted in the respective row whether the relevant Rates are 30-min or hourly Rates</i>)	On the basis of certified invoices by Electronic Funds Transfer (EFT)

D. CHARGING OF SERVICE USERS - OUTSIDE THE SERVICES FOR OLDER PEOPLE HOME SUPPORT AUTHORISATION SCHEME

Notwithstanding the provisions of Clauses 4.5 and 4.6 of Part I of this Arrangement, Clause 2.1.11 of the Addendum shall apply and the Provider shall not accept any contributions or payment from Service Users for the Services.

In the event that a Service User separately purchases home support services from the Provider which do not form part of the Services which the Provider has been contracted to provide under this Arrangement, such additional home services are Non-Scope Services within the meaning of Clause 4.4 of Part I of this Arrangement and, as such, the costs of such Non-Scope Services and all responsibilities, obligations and liabilities relating thereto or arising in connection therewith shall be the sole responsibility of the Provider. The Provider shall make absolutely clear to the Service User the distinction between the Services provided under this Arrangement and funded by the Executive and such Non-Scope Services which are not funded by the Executive.

SECTION 3 – SERVICE DELIVERY SPECIFICATION

The Provider is required to comply with the comprehensive service delivery specification/requirements that apply to this arrangement as set out in the Scheme Documentation, including the: -

- HSS Guidelines;
- Service Specifications; and
- SOP.

The Scheme Documentation is available to the Provider at [Service Arrangement documents - HSE.ie](#). The Scheme Documentation may be reviewed and updated by the Executive periodically, however Providers are required to have in place adequate systems to identify any changes which are made on an ongoing basis in order to comply with their obligations under the Scheme Documentation as set out in this Arrangement. This obligation applies regardless of whether any such update is communicated by the HSE directly to the Provider.

A. SERVICE OVERVIEW

The Services are required in circumstances where Service Users require home support which the Executive is unable to provide by use of directly employed staff and must be provided in accordance with the Scheme Documentation. This Section A contains a brief overview of the Services to be provided by the Provider.

For avoidance of doubt, the specific Services to be provided in respect of each Service User will be contained in the approved Home Support Needs Assessment and Home Support Care Plan in respect of each Service User.

In accordance with the Scheme Documentation, the categories of HSS incorporated within the Services includes:-

1. services previously tendered by the Executive as Enhanced Homecare Services;
2. traditional home help services which have been part of the single funded HSS since 1 January 2018,
3. HSS provided through Complex Home Support funded arrangements (formerly known as Intensive Home Care Packages (IHCPs)) when directly employed staff of the Executive are not available to deliver such services, and
4. CDHS, being another approach to service delivery provided that the Executive's directly employed staff are not available to deliver such services.

Where the Executive's directly employed staff are not available to deliver the Service, this Arrangement (including the Rates) supersedes previous contractual arrangements between the Provider and the Executive and applies to HSS provided to all Service Users, which for the avoidance of doubt includes new Service Users added following the Commencement Date and also to Providers' existing Service Users receiving Services in accordance with the Scheme. With effect from the Commencement Date:

New Service Users (not already in receipt of any HSS)- Where the Executive's directly employed staff are not available to deliver a HSS, new Service Users will have Services provided by their chosen single Approved Provider under this Arrangement.

Existing HSS Service Users – From the Commencement Date, the terms of this Arrangement applies to existing Service Users receiving a HSS under the Scheme and supersedes all previous terms/arrangements between the parties.

See Section 2 of this HPSR (Funding Particulars) for information regarding the Rates on the basis of which the Funding will be paid to the Provider.

CDHS is available across the Health Regions as an additional service delivery mechanism. See the Executive's National Guidelines Procedures for the Standardised Implementation of the Home Support Service 2018 for further information.

B. DETAILS OF THE SERVICES

Where appropriate, the Statement of Purpose as required by HIQA shall be consistent with the Services as described and in respect of which Funding is received by the Provider under this Arrangement.

Objectives of the Services to be provided

(to be completed by the Provider)

The Catchment Area covered by the Services

Approved Lots in respect of Provider as per Geographic Service Provision Intent section of Provider's 2025 Contract Renewal to be inserted.

(to be completed by the Executive)

Number of Service Users

Will be within the parameters for the Service within the National & Local service plans 2025/2026 for the service.

The number of Service Users availing of the Services will depend on resources and demand for the Services at local level. Approved Service Users and quantum of the Services will be notified by the nominated Executive's staff to the Provider following the process set out in the SOP. Data on approvals and service delivery to be submitted by the Provider on the appropriate template, i.e., Appendix 8 on a monthly basis.

Detailed description of Services

The Services encompass personal care services and essential household tasks related to the Service User's assessed needs, funded & delivered in accordance with the terms of this Arrangement.

Activity Details to include Scope & Quantum of Service.

HSS for Service Users receiving services Under the AS from the date of commencement of the Agreement until the Expiration Date and in accordance with the National Service Plan.

The scope & quantum of the Services, if any, to be provided to each Service User in line with the individual's Home Support Care Plan will be approved by the Executive and advised to the Provider following the application & assessment process set out by the Executive.

The process for allocating HSS to Approved Providers is set out in the SOP available on the Older Persons section of the Executive's website at:

<https://www.hse.ie/eng/services/list/4/olderpeople/service-arrangement-documents.html>

Premises at which Services are to be delivered	The Services will be managed from the office of the Provider and delivered in the home of the Service User during a 24/7 period as agreed with the Executive or directly with the Service User in the case of Consumer Directed Home Support approved Service Users.
Management and Clinical Governance Arrangements	Notwithstanding the primacy of Part I of this Arrangement, the Provider must have robust management and clinical governance arrangements in place as per the Services in accordance with the Service Specifications which provide as follows (at Specification 14: Governance & Accountability):- 14.1 The Service Provider must ensure that there is a management structure and clinical governance oversight in place, including clear lines of accountability, which enables the Service Provider to deliver effectively on a 24hr/7 day week basis. This information including contact details is communicated to all relevant parties – Service User, service provider staff and HSE. Note: Non-compliance by the Provider with its obligations in respect of management of the Services and governance arrangements /oversight may constitute a Non-Compliance under this Arrangement in which case, without prejudice to any other rights or remedies which the Executive may have under the Arrangement or otherwise (including any other rights of the Executive under Clause 12 of Part I), Clause 12 of Part I (Performance Issues) may be applied by the Executive.
Associated Staffing Resource As per Staff Listing (monitoring) – initial listing provided at application stage and updated list provided as required on 6 monthly basis	Service Provider must provide on a six monthly basis a list of staff associated with the delivery of the service to the Executive. The list must include details of individual staff member's Garda vetting and/or police clearance, qualifications, competency assessment and training plan, including safeguarding training. The first staff listing (monitoring) is required to be returned with the Provider's signed counterpart of this HPSR. Staff Listing (monitoring) Template available on the Older Persons section of the HSE website as follows: www.hse.ie/eng/services/list/4/olderpeople/service-arrangement-documents.html

Note: In the event of a Service User passing away or ceasing Service on a temporary/permanent basis the Provider must notify the Executive immediately.

C. KEY PERSONNEL

This section should list the persons who are to be regarded as Key Personnel (within the meaning of the Service Arrangement) for the purposes of providing the Service. The role(s) which such persons perform should also be set out. This must include Key Management & Key Personnel with specific responsibility for clinical oversight.

Where the Provider is a Consortium Member, please confirm whether any Key Personnel or Key Management roles (for example, any such role related to clinical governance or other operational management) are provided on a shared service or other shared or collaborative basis between Consortium members.

D. APPROVED PROVIDER LOTS

The Services are to be provided by the Provider within the entire Lot(s) awarded by the Executive to the Provider as specified in the Geographic Service Provision Intent section of the 2025 Contract Renewal submitted by the Provider.

Please note that, in accordance with Clause 2.1.12 of the Addendum, the Provider acknowledges and agrees that it has been appointed as an Approved Provider in respect of the Scheme and this Arrangement on the basis that it can immediately and at all times during Duration of the Term provide the Services in the Lots and accordingly, without prejudice to the Executive's other entitlements under clause 12 of Part 1 (Performance Issues) or the Arrangement, in the event of a Non-Compliance (or potential Non-Compliance) (including Non-Compliances which relates to failure to respond to requests for Services either at all or within agreed response times in accordance with the SOP or failure to deliver Services), the Executive may, at its discretion, exercise its entitlements under Clause 12 and, where such a Non-Compliance whether identified in a First Performance Notice or a Second Performance Notice has not been addressed to its satisfaction, if it believes such action to be necessary to address such Non-Compliance and without prejudice to the entitlement of the Executive under clause 12.3 of Part 1 to require the Provider to take any other action it believes necessary to address a Non-Compliance, the Executive may:

- (a) cease to provide instructions with regard to new Service Users to the Provider for a specified period or until the Executive is satisfied that the Services will in future be provided by the Provider in accordance with the terms of the Arrangements; and/or
- (b) remove existing Service Users from the Provider

and, in the event that, a Non-Compliance (or potential Non-Compliance) involves shared functions in respect of a Consortium (for example, shared clinical governance or operational management functions), the Executive may, without prejudice to the Executive's other entitlements under clause 12 of Part 1 (Performance Issues) or the Arrangement, exercise its entitlements pursuant to Clause 4.1.4 of the Addendum in respect of involved or affected Consortium Members.

E. ACCESS, REFERRAL, ADMISSIONS & DISCHARGE POLICIES AND PROCEDURES

Access, Referral, Admissions & Discharge Policies and Procedures as per the Service Specifications including:-

- The quantum and nature of instructions provided by the Executive to the Provider (if any) is not guaranteed and will be determined by the Executive in line with available resources.
- The Home Support Needs Assessment will be undertaken by the Executive and the Home Support Care Plan will be developed by the Executive in consultation with the Service User and where appropriate with the family/representative of the Service User.
- CDHS is available across the Health Regions as an additional service delivery mechanism as set out in the HSE National Guidelines & Procedures for Standardised Implementation of the Home Support Service 2018.
- CDHS does not replace existing mechanisms of service delivery as they currently stand, but rather enhances service delivery options for individual suitable Service Users.
- The Provider must ensure that a home environmental risk assessment is undertaken prior to the delivery of the Services to a Service User.
- The Home Support Care Plan and Schedule of Services are provided to the Service User and the Provider by the Executive. Based on the Home Support Care Plan and Schedule of Services, the Provider (via the relevant home support worker) completes and signs the Provider's Record of Service Delivery at the end of every period worked. A copy of the Provider's Record of Service Delivery shall be kept by the Provider and be available to the Executive for monitoring and inspection purposes as required.
- All Services will be subject to regular reviews in accordance with National Home Support Guidelines by the relevant healthcare professional. Each Home Support Care Plan must have a review date and changes to a Home Support Care Plan can only take place in context of a review.
- In the event that the circumstances/needs of the Service User change, the Provider will report the details to the Executive's appropriate Manager/Health Professional who will arrange a review.
- The Provider must have contingency plans in place in the event that a member of Provider Personnel does not attend at a Service User's home to provide the Services.
- The Provider shall not withdraw services from a Service User without prior consultation with the appropriate member of the Executive's staff and if the Provider proposes to withdraw certain Services, the Provider shall provide at least three (3) months' written notice to the Executive in advance of such withdrawal. This written notice must include the Provider's proposals as to how it will manage the hand back of the Service User (or transition to a successor service provider) to ensure continuity of Services and the least disruption to the Service User.
- Services will be offered to Approved Providers authorised to deliver Services under the Scheme (including the Provider) in accordance with the approach set out in the SOP, including, with regard to allocation, Section 1.2 Procedures for Allocation of all New HSS to Approved Providers and, with regard to Service User choice and non-preferential listing, in Appendices 4(a) and 4(b) of the SOP.

F. SERVICE OUTCOMES

Detail the expected outcomes that will occur over the longer term as a result of Services provided by the Provider under this Arrangement. The information input should link to Schedule 2 of Part I of this Arrangement and to Section 4 of this HPSR. If the Provider has a Framework in place to measure quantitative and qualitative outcomes, please detail.

Note: Cognisance needs to be taken not to marginalise the most disadvantaged or complex cases in order to achieve better service outcomes.

G. SERVICE USER ENGAGEMENT

Please provide a description of the Provider's Service User engagement and feedback structures / mechanisms.

H. THIRD PARTY CONTRACTS

Requirements in relation to third party contracting, including the requirement to seek the Executive's prior approval for any new third party arrangement are listed in Clause 16 of Part I (Third Party Contracting). Such consent should be obtained from the Executive's office of Services for Older People, Access & Integration.

List all third party arrangements entered into by the Provider for the purpose of engaging an agent, subcontractor or third party to provide any of the Services or part thereof provided that such third party arrangement relates to health or personal social services provided as part of the Services. In this regard it should be understood that a third party arrangement in this context relates to a contract or arrangement where an agent, sub-contractor or other third party is engaged by or on behalf of the Provider to provide a substantial or significant element of the Services or part thereof on behalf of the Provider. Third party arrangements in respect of ancillary services which are not health or personal social services such as cleaning or catering or property maintenance do not require to be listed below.

SECTION 4 – FURTHER INFORMATION AND GOVERNANCE REQUIREMENTS

The below are to be provided, where relevant, by the Provider.

A. GENERAL

Staff Listing (Monitoring)

Financial Reports / Management Accounts for local Services

Activity Data: Section 3 (HSS Data) of the SOP together with the associated Appendices identify additional data reporting requirements, including National Service Plan requirements.

Without prejudice to the broader requirements relating to a Reorganisation or Restructuring by the Provider which are contained at Clause 31 of Part I (Termination or Expiry), any change to the legal entity or related particulars of the Provider must be advised to the Executive to the extent required by the Notification of Change form provided at <https://www.hse.ie/eng/services/list/4/olderpeople/service-arrangement-documents.html>

The completed Notification of Change should be completed and submitted by the Provider to the National Offices for Older Persons/Procurement at HomeSupportServices.Procurement@hse.ie

B. COMPLAINTS REPORTING

In addition to the requirements set out in Schedule 5 of Part I of this Arrangement, a self-declaration (see template in SOP, Appendix 7) on all complaints received is required on a quarterly basis for the periods January-March, April-June, July-September, October-December. The completed template should be submitted to the Key Contact in the relevant Region at the same time as the General Report on Complaints (statistics) is being returned to the National Complaints Governance and Learning Team (requirement as outlined in Schedule 5 of Part I of this Arrangement).

In line with Specification 4.6 of the Service Specification, complaints which pose a risk to the wellbeing of the Service User or the Contracting Authority must be reported immediately to the nominated point of contact and managed in close consultation between all parties. A record of same should be kept by the Provider as follows. This should also be submitted with the general report above.

Date Submitted to Provider	Referred to the Executive (Yes/No and Date)? If No, please comment	Summary of Action Taken	Date Reviewed by Executive	Comments

C. SAFEGUARDING ADULTS AT RISK OF ABUSE ELEARNING PROGRAMME

The Provider must comply with requirements as set out in the Safeguarding Vulnerable Persons at Risk of Abuse, National Policy and Procedure, 2014.

Safeguarding awareness training is a requirement for all Provider Personnel delivering the Services to Service Users under this Arrangement. Safeguarding awareness training is available on HSeLand.

D. PERFORMANCE INDICATORS

A) The eight (8) key performance indicators (KPIs) set out at Appendix 3 of the Service Specifications will apply to this Arrangement and have been developed with reference to the Quality Standards set out in the Service Specifications.

The Provider will be required to complete a self-declaration on a quarterly basis (see Appendix 6 of the SOP available at <https://www.hse.ie/eng/services/list/4/olderpeople/>) and submit it to the Executive's Home Support Service Manager/Head of Older Persons' Services/Designated Officer. The Executive must consider the performance reported to ensure that it reflects the Executive's experience (as determined from complaints received, GPS records if available from Providers, evidence of service delivery, spot checks, audits, Service User reviews etc.). The declaration must be counter-signed by the relevant Home Support Service Manager/Head of Older Persons' Services/Designated Officer of the Executive and retained for monitoring purposes as part of the Executive's quality assurance system.

The Executive reserves the right to audit & quality assure the self-declaration return at any time.

Please refer to Paragraph D (Approved Provider Lots) of Section 3 and Clause 2.1.12 (and Clause 4.1.4 in the case of a Provider which is a Consortium Member) of the Addendum which shall apply with regard to Non-Compliances relating to failure by the Provider to respond to requests for Services either at all or within agreed response times in accordance with the SOP or failure to deliver Services.

B) Provision of the Services

The following information must be supplied by the Provider on a monthly basis as provided for on the required form of invoice (including detail of date and duration of calls) submitted at the end of each calendar month in the course of the Duration of the Term in respect of the Services provided by the Provider under this Arrangement:

- Number of Service Users (named) this month
- Number of hours approved to named Service User this month
- Number of hours delivered this month
- Applicable 2025 Rate per Service User
- Cost of service per Service User this month

Note: The Executive's National Service Plan Targets/Metrics for the relevant Care Group and related services must be part of the Provider's Performance Reporting System (data related to national key performance indicators to be submitted to the Executive Key Contact Person as relevant).

E. Quality

The Executive has in place monitoring procedures in each Region to ensure compliance with Services for Older People Home Support Authorisation Scheme requirements as set out in the Services for Older People Home Support Authorisation Scheme Service Specifications and SOP.

The Executive continues the implementation of the quality assurance process in each Region with the establishment of Home Support Audit Teams. Providers are required to co-operate with relevant monitoring arrangements and with the Audit Teams.

- (i) In addition to Care Group contracting requirements included in Part I of this Arrangement and in Section 4 of this HPSR, additional Codes of Practice (as defined at Clause 1.1 of Part I of this Arrangement), Monitoring Tools being implemented / adhered to by the Provider in the provision of the Services should be listed here.

- (ii) The Provider should describe the process for monitoring the quality and safety of the Services listed at Section 3 (Service Delivery Specification) of this HPSR.

- (iii) The following should be included, if relevant

- External accreditation system in respect of the Provider/the Services
- Any major review of Service, governance or finances of the Provider

F. PERFORMANCE REVIEW MEETINGS

This sub-section outlines the Schedule of Review Meetings appropriate to the level of Funding provided for the purpose of Clause 11 of Part I of this Arrangement.

Month Date	Description Review of Compliance with SA	Location Relevant Lot	Attendees As directed by the Executive	Mandatory Agenda Items (See Appendices 6, 7 & 8 of the SOP)

SIGNATURE PAGE TO PART II OF ARRANGEMENT
(HEALTHCARE PROVIDER SPECIFIC REQUIREMENTS)

IN WITNESS WHEREOF this HPSR (forming part of the Arrangement) is executed by the Parties as follows:-

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

Print Full Company Name* of
Provider in Block Capitals:

**or Organisation Name where Provider
is not a company*

Print Name of Authorised
Signatory in Block Capitals:

Print Title/Role of Authorised
Signatory in Block Capitals:

Insert Date opposite:

Signed
for and on behalf the
HEALTH SERVICE EXECUTIVE:

Print Name of Authorised
Signatory in Block Capitals:

Print Title/Role of Authorised
Signatory in Block Capitals:

Insert Date opposite:

Authorised Signatory

Name of Provider (BLOCK CAPITALS)

Authorised Signatory Name (BLOCK CAPITALS)

Authorised Signatory Title/Role (BLOCK CAPITALS)

2025

Authorised Signatory

Authorised Signatory Name (BLOCK CAPITALS)

Authorised Signatory Title/Role (BLOCK CAPITALS)

2025