

THIS ADDENDUM (the “Addendum”) is dated the [XX] day of [XXXXX] 2025.

PARTIES

- (1) **HEALTH SERVICE EXECUTIVE**, a statutory body, having its principal headquarters at Oak House, Lime Tree Avenue, Millennium Park, Naas, Co. Kildare, details in respect of which are set out in Part A of Section 1 of the HPSR (Contact Details) or any successor body (the “Executive”); and
- (2) [INSERT FULL COMPANY OR ORGANISATION NAME OF PROVIDER], of [INSERT ADDRESS OF PROVIDER], further details in respect of which are set out in Part B of Section 1 of the Healthcare Provider Specific Requirements (Contact Details) forming part of this Arrangement (the “Provider”).

(each a “Party”, together the “Parties”).

RECITALS

- (A) The Provider is an Approved Provider under the Scheme and, accordingly, is party to an Arrangement with the Executive in respect of the Services with effect from the Commencement Date.
- (B) The Agreed Amendments are required to be made to Part I of the Arrangement in order to more accurately reflect the manner in which Services are provided and Funding is paid under the Scheme and other matters relating to the Scheme and the Parties have agreed to enter into this Addendum in order to give effect to the Agreed Amendments.

TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms used in this Addendum and not expressly defined in this Addendum have the meaning ascribed to such terms in Part I or, where not defined in this Addendum or Part I, have the definitions ascribed to them in the HPSR Definitions Section.
- 1.2 The following terms shall have the following meanings in this Addendum (and in each Arrangement):
 - 1.2.1 “**2024 Extension**” means the extension of the term of the previous service arrangement entered into between the Executive and the Provider under the Scheme from 14 August 2024 to 31 August 2025 pursuant to and on the terms of a Contract Change Note (CCN) issued by the Executive on 12 July 2024 provided that, for the avoidance of doubt, such previous service arrangement and the 2024 Extension will be superseded and replaced by this Arrangement with effect from the Effective Date;
 - 1.2.2 “**2025 Contract Renewal**” means the contract renewal offer (HSE 26435) in respect of the Scheme issued by the Executive and accepted by the Provider and which provides for contract renewal via the entry by the Provider and the Executive into this Arrangement on the terms of the contract renewal offer and this Arrangement for the period 1 September 2025 to 31 December 2026;
 - 1.2.3 “**Addendum**” means this addendum to Part I;
 - 1.2.4 “**Agreed Amendments**” means the amendments to Part I set out in this Addendum;

- 1.2.5 **“Application Process”** means the process undertaken by the Executive via eTenders pursuant to which Approved Providers are selected to participate in the Scheme;
- 1.2.6 **“Approved Provider”** means a service provider approved by the Executive to provide HSS under the Scheme;
- 1.2.7 **“Arrangement”** means the service arrangement between the Executive and the Provider comprising Part I (including its Schedules and this Addendum) and all HPSRs relating to that Arrangement, together with any amendments thereto agreed in writing between the Parties (or, where applicable, notified to the Provider pursuant to clause 34.10(b) of Part I) and, to the extent provided for in Part I (including its Schedules and this Addendum) and the HPSRs and subject always to clauses 1.4 and 34.9 of Part I and Clause 4.2 of this Addendum, the Scheme Documentation shall be regarded as forming part of the Arrangement;
- 1.2.8 **“HPSR Definitions Section”** means paragraph 6 of the ‘Status of Part II (Healthcare Provider Specific Requirements)’ section of the HPSR;
- 1.2.9 **“HPSR”** shall mean each of the Healthcare Provider Specific Requirements forming Part II of this Arrangement;
- 1.2.10 **“HSE Standard Terms”** means the *HSE Standard Terms for Services and Supplies* as same may be amended by the Executive from time to time’
- 1.2.11 **“HSS Guidelines”** has the meaning provided to such term in the HPSR Definitions Section;
- 1.2.12 **“HSS”** as the meaning ascribed to such term in the HPSR Definitions Section;
- 1.2.13 **“ITP”** means the invitation to participate in a tender procedure under Annex XIV of Directive 2014/24 and an authorisation scheme for the provision of HSS as issued by the Executive via eTenders periodically and, in respect of each Provider, refers to the specific ITP issued as part of the Application Process in response to which such Provider’s Response Documents were submitted to the Executive and on foot of which it was accepted as an Approved Provider;
- 1.2.14 **“Lots”** means the twenty (20) geographic areas identified across twenty (20) IHAs within which Approved Providers participating in the Scheme provide HSS as part of the Scheme and when used in reference to a Provider means those Lots in respect of which the Provider has been appointed as an Approved Provider for the purpose of the Scheme and this Arrangement being those Lots specified in the Geographic Service Provision Intent section of the 2025 Contract Renewal submitted by the Provider;
- 1.2.15 **“Part I”** shall mean Part I of this Arrangement;
- 1.2.16 **“Rates”** means the rates on the basis of which the Funding will be paid to the Provider pursuant to this Arrangement, 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 the HPSR, subject to any adjustment on foot of any rates review which may occur in the course of the Duration of this Arrangement (if any) as provided for at paragraph B (Rate Details) of Section 2 (Funding Particulars) of the HPSR;
- 1.2.17 **“Response Documents”** means the service response document and the compliance response document submitted by the Provider as part of the Application Process together with any related clarifications issued by the Executive via the eTenders website in response to clarification requests as part of the Application Process;

- 1.2.18 **“Service Specifications”** has the meaning provided to such term in the HPSR Definitions Section;
- 1.2.19 **“Services”** means the HSS to the extent delivered by the Provider under this Arrangement as provided for at Section 3 of the HPSR (Service Delivery Specification);
- 1.2.20 **“Scheme”** means the Services for Older People Home Support Authorisation Scheme (published as Round 1 (HSE 19479), Round 2 (HSE 22261), the 2024 Extension (HSE 24524) and the 2025 Contract Renewal (HSE 26435) pursuant to which a panel of Approved Providers was selected from whom the Executive may request HSS in accordance with the terms of this Arrangement;
- 1.2.21 **“Scheme Documentation”** means:
- (a) the Competition Rules;
 - (b) the ITP;
 - (c) the Response Documents;
 - (d) the Service Specifications;
 - (e) the SOP;
 - (f) the HSS Guidelines;
 - (g) the 2024 Extension; and
 - (h) the 2025 Contract Renewal;
- 1.2.22 **“SOP”** has the meaning provided to such term in the HPSR Definitions Section.
- 1.3 Clauses 1.2 to 1.6 of Part I (Interpretation) shall apply to this Addendum.

2. AGREED AMENDMENTS TO PART I

- 2.1 In accordance with clause 34.6(b) of Part I, with effect from the Commencement Date and for the Duration of this Arrangement:
- 2.1.1 the terms of Part I are deemed to be amended and supplemented to reflect the Agreed Amendments as set out in this Addendum; and
- 2.1.2 references to Part I or to any provision or schedule of it shall be to Part I as amended and supplemented by this Addendum; and
- 2.1.3 the term “Arrangement” shall be as defined at paragraph 1.2.6 above.
- 2.1.4 The introduction to the Arrangement Structure section of Part I and Note 1 – Part I of that section shall be deemed amended to incorporate reference to the Addendum into the references to Part I;
- 2.1.5 Note 2 – Part II – HPSR of the Arrangement Structure section of Part I shall be deemed amended to reflect the fact that the HPSR shall not be renewed annually but shall be effective as of the Commencement Date and shall remain in force for the Duration of the Arrangement (provided that this is without prejudice to any new HPSRs which may be entered into in the context of an Extension or on foot of a Contract Change Note (CCN) entered into in accordance with the terms of Part I);
- 2.1.6 The first line of page 6 of Part I (directly beneath the heading Service Arrangement – Part I) shall be amended as follows:

- (a) by deletion of the words *“commencing on 01/01/2025 (the “Commencement Date”)*” and their replacement with the words ***“commencing on 01/09/2025 (the “Commencement Date”)***; and
 - (b) by insertion of the words *“, subject to any Extension”* immediately before *“(Expiration Date)”*.
- 2.1.7 Clause 1.1 of Part I (Definitions) shall be deemed amended as follows:
- (a) to the extent necessary to incorporate any term not originally defined in clause 1.1 but which is defined in this Addendum (including Clauses 1.2 or this Clause 2.1.7 of this Addendum) and to replace any definition of a defined term which has been ascribed a revised definition in this Addendum with that revised definition;
 - (b) to amend the definition of ***“Catchment Area”*** to insert the words ***“being, in respect of the Provider, the Lots”*** at the end of that definition;
 - (c) to incorporate specific reference to the Service Specifications, the SOP and the HSS Guidelines into the definition of ***“Codes of Practice”***;
 - (d) to amend the definition of ***“Duration of this Arrangement”*** to replace the words *“provided always that the details of the HPSRs shall be agreed annually by the parties or at such other time as notified by the Executive”* with the words ***“provided always that the details of the HPSRs shall be agreed at such times as notified by the Executive”***;
 - (e) to amend the definition of ***“Expiration Date”*** to be ***“31 December 2026 or, in the event that an Extension applies, 31 December 2027”***;
 - (f) to insert a new defined term ***“Extension”*** immediately below the definition of ‘Expiration Date’ as follows: ***“the period by which this Arrangement may be extended by the Executive, at its absolute discretion (and with no obligation to do so), by notice to the Provider, being a period of twelve (12) months commencing on 1 January 2027 and ending on 31 December 2027”***;
 - (g) to amend the definition of ***“Healthcare Provider Specific Requirements”*** to remove the words *“on an annual basis”*;
 - (h) to insert a new defined term ***“Notification of Change”*** directly beneath the definition of ‘Notifiable Incident’ as follows: *“the notification of change form issued by the Executive from time to time in respect of the Scheme and which is available on the website of the Executive at <https://www.hse.ie/eng/services/list/4/olderpeople/service-arrangement-documents.html>”*.
- 2.1.8 Clause 1.4 of Part I shall be amended to include the words ***“(as amended by the Addendum)”*** immediately following the words *‘Part I of this Amendment’*.
- 2.1.9 Clause 2.3 of Part I shall be amended by the addition of a new clause 2.3(f)(I) as follows: ***“(f)(I): provide the Services in accordance with the Service Specification, the SOP and the HSS Guidelines”***;
- 2.1.10 Clause 4.1 (Funding) of Part I shall be amended to replace the words *“shall not exceed the amount specified in paragraph A (Funding Details > Total Payments) of Section 2 (Funding Particulars) of the HPSR (the “Funding”)*” with the following words ***“shall be as provided for at paragraph A***

(Funding Details > Total Payments) of Section 2 (Funding Particulars) of the HPSR and shall not exceed the Rates (the “Funding”);

2.1.11 Clauses 4.5 and 4.6 of Part I are acknowledged and agreed by the Parties as not applicable to the Services and this Arrangement;

2.1.12 The Provider acknowledges and agrees that the Provider 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 I (Performance Issues), 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, 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 I 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;

2.1.13 Clause 31 (Termination or Expiry) shall be amended as follows:

(a) by the addition of a new clause 31.3(a) directly beneath clause 31.3 (which relates to termination due to a Reorganisation or Restructuring of the Provider to which the Executive reasonably objects on the grounds that it will or may adversely affect the Services) as follows:

“Without prejudice and in addition to the entitlements of the Executive and obligations of the Provider under Clauses 31.3 and 31.4 in respect of a Re-Organisation or Restructuring, the Provider shall provide any notifications (and related information) required by the Executive to be submitted by the Provider with regard to changes to the Provider entity and related particulars and other matters (including Re-Organisations and Restructurings) in accordance with the Notification of Change (in compliance with the obligations as to timing and information to be provided contained in the Notification of Change) and shall otherwise comply with the requirements of the Notification of Change. For avoidance of doubt, the Executive’s consideration of any notification submitted in accordance with the Notification of Change will in all cases be limited to the impact of the relevant matter, event or transaction on the operation of the Arrangement and whether it will or may adversely affect the Services or the operation of this Arrangement. Nothing in the Notification of Change shall absolve the Provider from complying with any obligation under Clause 31.3 or 31.4 with regard to a Re-Organisation or Restructuring”;

(b) to insert a new clause 31.9 as follows:

“In the event that the Executive wishes to conduct a public procurement in respect of services which include all or part of the Services which are the subject of this Arrangement, the Executive may terminate this Arrangement (in whole or in part) upon provision of eight (8) months’

written notice and reserves the right to award future services (whether or not such services are similar to the all or some of the Services) in accordance with any public procurement process which may take place.”;

(c) to insert a new clause 31.10 as follows:

“Without prejudice to the rights of the Executive in respect of termination elsewhere in this Clause 31, the Executive may terminate this Arrangement on the giving of reasonable notice to the Provider if considered necessary by the Executive in the event of the passage, commencement or coming into effect of any new legislation, policy or standards applicable to HSS (including the Services) and/or a statutory Home Support Scheme.”

3. AGREED AMENDMENTS TO PART I RELATING TO IMPACT OF REGULATORY CHANGE

3.1 For the purpose of the Arrangement, the following shall apply:-

3.1.1 the Parties acknowledge that the Department of Health is currently engaged in the development of legislation providing for the regulation of HSS and further legislation is expected in relation to the establishment of a statutory Home Support Scheme. It is expected that, once in force, these legislative processes will impact this Arrangement and impose new statutory and regulatory obligations on the Provider;

3.1.2 in the event of the coming into effect 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, then the Provider shall be bound by that new legislation and the definition of Codes of Practice shall be deemed to incorporate any such policy, standards, guidelines or requirements (howsoever described) and, insofar as any term of this Arrangement may conflict with (or impose a lower standard than) any provision of such new legislation, policy, standards, guidelines or requirements, then the new legislation, policy, standards, guidelines or requirements will apply, save to the extent to which this Arrangement imposes a higher policy, standard, guideline, requirement or related obligation on the Provider, and in such case that higher policy, standard, guideline, requirement or related obligation set out in this Arrangement will continue to apply;

3.1.3 without prejudice to the broader provisions of clauses 34.6 and 34.10 of Part I with regard to amendments to the Arrangement, the Executive reserves the right to exercise its entitlement under clauses 34.10(b) of Part I to amend the Arrangement if necessary in order to reflect, align with, facilitate or comply (or provide for compliance by Providers) with any new legislation, policy or standards or the introduction of a statutory Home Support Scheme;

3.2 the Executive shall be entitled to terminate the Arrangement in the circumstances set out at clause 31.10 of the Arrangement (inserted by Clause 2.1.13(c) of this Addendum).

4. MISCELLANEOUS

4.1 General: The general provisions at clause 34 of Part I shall, with effect from the Commencement Date, apply equally to this Addendum other than as expressly varied or supplemented in this Addendum.

4.2 Conflict:

4.2.1 In the event of any conflict between Part I and the terms of this Addendum with respect to the subject-matter of this Addendum, this Addendum shall prevail.

4.2.2 For avoidance of doubt, in the event of a conflict between any of the following in respect of the subject-matter of the Arrangement, the following order of priority shall apply:

- (a) subject to Clause 4.2.1 above, Part I (as amended by this Addendum);
- (b) the HPSRs forming part of the Arrangement;
- (c) the 2025 Contract Renewal;
- (d) the ITP and any clarifications issued by the Executive via the eTenders website in response to clarification requests as part of the Application Process;
- (e) the Response Documents; and
- (f) the HSE Standard Terms

and the Arrangement shall not be interpreted by any of the Parties in a manner contrary to this Clause 4.2.

IN WITNESS WHEREOF this Addendum is executed by the Parties as follows:

Signed by

for and on behalf of the

Provider:

Signature:

Print Name:

Title:

Date:

Signed by

for and on behalf of the

HEALTH SERVICE EXECUTIVE:

Signature:

Print Name:

Title:

Date: