



## CYFARFOD BWRDD PRIFYSGOL IECHYD UNIVERSITY HEALTH BOARD MEETING

<b>DYDDIAD Y CYFARFOD: DATE OF MEETING:</b>	29 September 2022
<b>TEITL YR ADRODDIAD: TITLE OF REPORT:</b>	Chief Executive's Report
<b>CYFARWYDDWR ARWEINIOL: LEAD DIRECTOR:</b>	Steve Moore, Chief Executive
<b>SWYDDOG ADRODD: REPORTING OFFICER:</b>	Sian-Marie James, Assistant Director of Corporate Legal Services & Public Affairs

**Pwrpas yr Adroddiad** (dewiswch fel yn addas)

**Purpose of the Report** (select as appropriate)

Ar Gyfer Penderfyniad/For Decision

### ADRODDIAD SCAA SBAR REPORT

#### Sefyllfa / Situation

The purpose of this report is to update the Board on relevant matters undertaken as Chief Executive of Hywel Dda University Health Board (the UHB) since the Board meeting held on 28<sup>th</sup> July 2022.

#### Cefndir / Background

This report provides the opportunity to present items to the Board to demonstrate areas of work that are being progressed and achievements that are being made, which may not be subject to prior consideration by a Committee of the Board, or may not be directly reported to the Board through Board reports.

#### Asesiad / Assessment

##### **(1) Register of Sealings**

The UHB's Common Seal has been applied to legal documents and a record of the sealing of these documents has been entered into the Register kept for this purpose. The entries at **Appendix A** have been signed by the Chair and Chief Executive or the Deputy Chief Executive (in the absence of the Chief Executive) on behalf of the Board (Section 8 of the UHB's Standing Orders refers).

##### **(2) Consultations**

The UHB receives consultation documents from a number of external organisations. It is important that the UHB considers the impact of the proposals contained within these consultations against its own strategic plans, and ensures that an appropriate corporate response is provided to highlight any issues which could potentially impact upon the organisation. A status report for Consultation Documents received and responded to is detailed at **Appendix B**, should any Board Member wish to contribute.

### **(3) Strategic and Operational Issues: local and regional**

#### Her Majesty the Queen's State Funeral – Monday 19<sup>th</sup> September 2022

Members are aware that Monday 19<sup>th</sup> September 2022 was declared a Bank Holiday to mark the Queen's State Funeral. Following receipt of Welsh Government guidance, the UHB agreed the following:

- Vaccinations were cancelled to support prioritisation of urgent, emergency and cancer care. It was also recognised vaccinations will be rescheduled within a week.
- Urgent, emergency and cancer care treatment and services were safeguarded where possible; however, a number of more routine elective procedures were cancelled. The majority of outpatients' appointments were cancelled, with chemotherapy, radiology and pharmacy operating a full service.
- All patients were contacted directly to confirm if their appointment would proceed or be postponed. Information was provided to contact the Communication Hub for further information and guidance, if patients' had not been contacted by 1pm on Friday 16<sup>th</sup> September 2022.

A communications plan was developed for both the staff and the public. Furthermore, briefings were shared with the wider Board, Community Health Council, local politicians and partners.

I want to thank our teams for the significant work undertaken at short notice to plan and prepare for the Bank Holiday, as unlike similar Bank Holidays, arrangements had already been agreed for this working day. I also want to thank all those staff who worked on the Bank Holiday, including our supporting teams that are helping to prepare in advance and to follow-up.

#### Withybush General Hospital: Decant Ward

Members will be aware that following a routine fire inspection, the Mid and West Wales Fire and Rescue Service (MWWFRS) served Fire Enforcement Notices (FENs) and Letters of Fire Safety Matters (LoFSMs) on the Withybush General Hospital site (WGH).

Phase 2 (the next key stage of the investment programme at WGH) requires a Decant Ward on site. The Business Justification Case (BJC) has been completed and a copy is provided at **Appendix C**. The appendices to the BJC contain commercially-sensitive information and will, therefore, be considered at In-Committee Board. Planning permission has been granted for a 24-bed ward at WGH to be constructed to support Phase 2 that will serve as an alternative patient facility to enable the works to be undertaken, whilst maintaining current levels of inpatient bed capacity and minimising disruption to patients as far as possible.

The BJC sets out the Capital and Revenue consequences of the Decant Ward, together with extensive detail of the fire engineering solutions included within the technical annexes. The Capital cost of the Project is: (note for preferred option)

- Basic Project Outturn Cost: £7,713,208
  - Total Quantified Risk Contingency: £600,000
  - Total Outturn Cost (including contingency): £8,313,208
- (All of the above are inclusive of VAT)

The requirement to future proof the facility beyond its use as a decant facility for the Fire Precautions scheme has realised a small revenue consequence due to the facility being approximately 323m<sup>2</sup> larger than a current ward footprint at WGH. The revenue implications of this has been estimated to be circa £44k per annum to cover the additional facilities costs

resulting from the increased footprint; this additional revenue funding has not been requested from WG as part of the BJC.

On conclusion of the works, it is anticipated the ward would be put into hibernation; however, should a decision be taken for it to remain open in addition to current bed capacity, further revenue funding would be required.

Members are advised that on 28<sup>th</sup> July 2022, the Capital Sub Committee supported the submission of the BJC to WG, followed by the Executive Team on 3 August 2022.

In accordance with the UHB's Standing Financial Instructions (financial threshold), I am seeking Board approval to submit the BJC (**Appendix C**) to WG.

#### New Planning Objectives: Public Health

Members are aware that the majority of Public Health planning objectives were developed and agreed before and during the pandemic. As priorities changed during the pandemic, there are some important areas of public health that are not currently captured by our planning objectives, but where Board level scrutiny and oversight through the committees would be beneficial. These are around the *One Health* agenda and the *Whole School Approach to Emotional and Mental Wellbeing*.

#### *One Health*

The World Health Organisation described One Health as an integrated, unifying approach that aims to sustainably balance and optimise the health of people, animals, and ecosystems. It recognizes that the health of humans, domestic and wild animals, plants, and the wider environment (including ecosystems) are closely linked and interdependent.

The Chief Medical Officer for Wales' Special Report (January 2021) recommended that Wales should adopt a One Health approach to sustainable development. The Well-being of Future Generations (Wales) Act 2015 is a vehicle for embedding sustainable development into our planning in Wales for future generations.

The UHB is the first Health Board to develop a regional One Health Action Plan (working with WG). Within the short period that One Health Practitioner has been driving this agenda, significant novel and innovative programs of work have been initiated and achieved. Key to this has been strong engagement and networking with a range of experts from a local, national, and global spectrum, enabling collaborations that strengthen responses to issues that impact across the human-animal-environment interface. Prioritised examples of this include two unique research projects, with work underway to develop another involving care facilities and food production:

- Redesign the model of healthcare generated plastics (such as inhalers) to allow the UHB to become a research partner and give access to a multi-million-pound funding that could bring opportunities for the UHB;
- A tri-university research project aimed at reducing waste pharmaceuticals, devised and led by the One Health Practitioner.

Although the initial proposal is to focus on inhalers, if the research is successful, the same principles could be used to address other healthcare mixed media waste (such as blister packs, ear thermometer covers, sterile tubing etc).

### *Whole School Approach to Emotional and Mental Well-being*

The mental health and well-being of school age children is part of the UHB's long term strategy focused on starting well, living well and growing old well.

From September 2021 to March 2022, the UHB delivered a pilot project that has been adapted to ensure there is an acknowledgement of the challenging times post pandemic. A number of activities are already in place, including:

- Recruiting 24 schools into the pilot phase;
- Establishing a regional partnership to support and oversee implementation;
- Supporting schools to map current strengths/progress and scope needs;
- Supporting schools to develop an implementation plan to address identified priorities;
- Supporting schools to assess impact through monitoring and evaluation;
- Supporting staff training;
- Encouraging schools to provide peer support during the initial phase;
- Developing a library of resources and services in preparation for post pilot; and
- Supporting schools to overcome barriers to deliver meaningful well-being support including adequate time, teacher/staff well-being and staff.

WG has extended funding for this scheme until 2025 to allow schools to undertake a baseline assessment of their well-being needs, but also to support schools to develop delivery plans.

### *New Planning Objectives*

One Health:

1. By March 2024, develop a set of "One Health" outcome measures and seek approval from Board to include them in the Board Assurance Framework as part of Strategic Objective 4;
2. By March 2024, develop a clear framework and template to be used across relevant Planning Objectives that will embed "One Health" principles within their delivery (list of relevant planning objectives set out below) and develop a training package accessible for all staff to raise awareness of "One Health" principles and how they can be implemented in the day to day work of the Health Board. As part of this, design and run a Board seminar to raise Board awareness of these principles.

The specific initial set of Planning Objectives which it is proposed will incorporate this framework are: 4A; 4B; 4C; 4G; 4J; 4K; 4L; 4N; 4R; 4U; 6G; and 6H.

### *Whole School Approach to Emotional and Mental Well-being:*

Put in place an implementation plan so that, by March 2025, every school in the Hywel Dda area has implemented the Welsh Government Framework for Mental Health & Emotional Wellbeing and establish a formal evaluation framework to monitor and assess the impact of the framework on the mental health and emotional wellbeing of all school children (particularly those experiencing health inequalities). The implementation plan and proposed evaluation framework to be presented for Board approval by May 2023.

As part of the implementation of the approach, scrutiny around Planning objective progress will focus on ensuring the following priorities have been addressed:

- 1) Schools are implementing the framework and wellbeing is improving;
- 2) There is service and policy alignment across statutory and community sectors to ensure a whole education approach that will provide support across the spectrum of need;
- 3) The voice of the child and other key stakeholders (e.g. Teachers) are being listened to and acted upon;
- 4) The wellbeing needs of children and young people are being met;

- 5) The education workforce is supported/empowered to identify, prevent and act on wellbeing issues;
- 6) Work with partners to address wider workforce issues relating to CAMHS (including school in-reach), Schools Counselling Service and understand the links between wellbeing and workforce issues.

Members are invited to approve these two additional Public Health Planning Objectives.

Public Services Ombudsman for Wales (the Ombudsman): Annual Letter 2021/22

In August 2022, the UHB received its Annual Letter; a copy is attached at **Appendix D**.

Michelle Morris took up the role of Public Services Ombudsman (the Ombudsman) in April 2022 and this is her first report. Within the letter, the Ombudsman reflected upon the continued challenges of the pandemic and advised that her office has seen an increase in complaints from Health Boards across Wales of circa 30% (compared to 2020/21 figures), which is above pre-pandemic levels.

Throughout the year, the UHB has faced multiple challenges, particularly the pressures brought about by staff absence, which will inevitably have impacted on the ability to respond to concerns in a timely way. The Concerns Team has been successful in appointing new staff and this will improve response times going forward.

The Ombudsman received 88 complaints about the UHB throughout the year (an increase from 64 last year), amounting to 0.23 per 1,000 residents. Notably, this was the third lowest number of complaints per 1,000 residents of the seven Health Boards in Wales. There was a slight reduction in the numbers that related to clinical treatment in hospital this year (48%). The next highest figure was 14% of complaints received related to Complaints Handling; 9% to clinical treatment outside hospital; and 9% to Mental Health.

Ombudsman intervention rates for the UHB also showed favourable performance with other Health Boards across Wales, with the Ombudsman's report showing that only 28% of cases referred resulted in an intervention. This was only surpassed by Cardiff and Vale UHB, and suggests that, where complaints are referred to the Ombudsman, the UHB has a generally robust concerns investigation process. An intervention is categorised by either an upheld complaint (either public interest or non-public interest), an early resolution, or a voluntary settlement.

The Annual Letter will be presented to the Listening and Learning Sub-Committee for ongoing monitoring of the performance.

The recommendations included the requirement to share these findings with the Board and to provide any feedback received; continue to engage with the Complaints Standards Authority of the Ombudsman's office; and to correspond with the Ombudsman on our actions for the coming year in response to his letter by 30<sup>th</sup> September 2022.

Members are asked to note the Ombudsman's Annual Letter 2021/22 and to consider the UHB's actions to be taken as a result recognising a formal response to the Ombudsman's office is in the process of being issued.

Cardiovascular Disease - Research and Evaluation Project

In August 2022, the UHB contracted to enter a substantial research and evaluation collaborative project with Swansea University, Swansea Bay UHB's Joint Clinical Research Facility and Amgen Limited.

The project will utilise the Secure Anonymised Information Linkage (SAIL) databank, and advance data analytics to test, validate, and improve the identification of patients at higher risk of Cardiovascular Disease (CVD) and those with established CVD not meeting guideline targets for CVD risk management.

The project will proceed to evaluate different service models for delivering a high risk CVD clinic using clinical and patient reported outcomes. It offers potential to innovate service delivery, improve patient outcomes and place collaborative partners at the forefront of research and evaluation into the management of CVD.

The project will be for a 24-month period, and has received funding from Amgen Ltd (Global/UK), with collaborative partners making in-kind contributions to ensure its success. As the level of funding from Amgen Ltd is over the delegated limit, and delegations in relation to income generation are currently unclear, this matter is being reported to Board for ratification.

The main risk to the UHB associated with the project would arise in the event of it failing to deliver its obligations under the contract. In mitigation, the UHB has undertaken capacity and capability checks and has a risk management plan, which will be routinely reported to the Research and Innovation Sub Committee.

Members are asked to agree to the ratification of this project.

#### Transfer of Local Public Health Teams from Public Health Wales to Health Boards

It is proposed that the Local Public Health Teams will transfer from Public Health Wales NHS Trust (PHW) Local Health Boards. The transfer, which is supported by the Minister for Health and Social Services, is in response to the system-wide challenges faced around the long-term impact of population health. More detailed information is provided in the letter from PHW attached (**Appendix E**).

PHW has agreed a Memorandum of Understanding (MOU) with the Health Boards that will transfer the local teams to the individual Health Boards, but ensuring that this team will remain professionally connected and supported by PHW (**Appendix E(i)**). The MoU is separate to the TUPE process for protecting staff terms and conditions, but it contains a commitment for the parties to act in accordance with TUPE throughout the process.

PHW will provide a recurrent funding of £1,071,480 to the UHB for the transfer, together with £271,504 grant funding (to be claimed by the UHB).

It is proposed that the transfer takes effect on 30<sup>th</sup> September 2022, with the local team being employed by the UHB from 1<sup>st</sup> October 2022.

Members are invited to note the transfer of the Local Public Health Teams to the UHB and formally approve the MoU (**Appendix E(i)**) to allow for completion by the proposed transfer date.

#### Argymhelliad / Recommendation

The Board is invited to:

- **Endorse** the Register of Sealings (**Appendix A**) since the previous report on 28<sup>th</sup> July 2022;
- **Note** the status report for Consultation Documents (**Appendix B**) received/responded to;

- **Approve** the Business Justification Case for a Decant Ward at Withybush General Hospital (**Appendix C**) for submission to Welsh Government;
- **Approve** the two new Public Health Planning Objectives for One Health and Whole School Approach to Emotional and Mental Well-being
- **Agree** to the ratification of the agreement with Swansea University, Swansea Bay UHB and Angen Limited for the Cardiovascular Disease Research and Evaluation Project;
- **Note** the Ombudsman's Annual Letter and to consider the UHB's actions to be taken as a result (**Appendix D**); and
- **Approve** the Memorandum of Understanding (**Appendix E(i)**) for the transfer of Local Public Health Teams from Public Health Wales to the UHB.

#### Amcanion: (rhaid cwblhau)

#### Objectives: (must be completed)

Cyfeirnod Cofrestr Risg Datix a Sgôr Cyfredol: Datix Risk Register Reference and Score:	Not Applicable
Safon(au) Gofal ac Iechyd: Health and Care Standard(s):	All Health & Care Standards Apply
Amcanion Strategol y BIP: UHB Strategic Objectives:	All Strategic Objectives are applicable
Amcanion Cynllunio Planning Objectives	All Planning Objectives Apply
Amcanion Llesiant BIP: UHB Well-being Objectives: <a href="#">Hyperlink to HDdUHB Well-being Objectives Annual Report 2018-2019</a>	9. All HDdUHB Well-being Objectives apply

#### Gwybodaeth Ychwanegol:

#### Further Information:

Ar sail tystiolaeth: Evidence Base:	Chief Executive's meetings (internal, external and NHS Wales wide), diary and correspondence
Rhestr Termiau: Glossary of Terms:	Included within the body of the report
Partïon / Pwyllgorau â ymgynhorwyd ymlaen llaw y Cyfarfod Bwrdd Iechyd Prifysgol: Parties / Committees consulted prior to University Health Board:	Not Applicable

<b>Effaith: (rhaid cwblhau)</b> <b>Impact: (must be completed)</b>	
<b>Ariannol / Gwerth am Arian:</b> <b>Financial / Service:</b>	Any issues are identified in the report
<b>Ansawdd / Gofal Claf:</b> <b>Quality / Patient Care:</b>	Any issues are identified in the report
<b>Gweithlu:</b> <b>Workforce:</b>	Any issues are identified in the report
<b>Risg:</b> <b>Risk:</b>	<p>This report provides evidence of current key issues at both a local and national level, which reflect national and local objectives and development of the partnership agenda at national, regional and local levels.</p> <p>Ensuing that the Board is sighted on key areas of its business, and on national strategic priorities and issues, is essential to assurance processes and related risks.</p>
<b>Cyfreithiol:</b> <b>Legal:</b>	Any issues are identified in the report
<b>Enw Da:</b> <b>Reputational:</b>	Any issues are identified in the report
<b>Gyfrinachedd:</b> <b>Privacy:</b>	Not Applicable
<b>Cydraddoldeb:</b> <b>Equality:</b>	<ul style="list-style-type: none"> <li>• Has EqIA screening been undertaken? Not on the Report</li> <li>• Has a full EqIA been undertaken? Not on the Report</li> </ul>



## Appendix A - Register of Sealings from 27<sup>th</sup> July 2022 – 7<sup>th</sup> September 2022

Entry Number	Details	Date of Sealing
379	Contract relating to the Proposed Enablement Work for Dr Replacement Project at Prince Philip Hospital incorporating the conditions of the JCT Minor Work Contract 2016 Edition between Hywel Dda University Health Board and Lewis Construction Building Contractors Wales Ltd	27/07/2022
380	Contract relating to the Proposed CT Suite at Prince Philip Hospital incorporating the conditions of the JCT Intermediate Building Contract 2016 Edition between Hywel Dda University Health Board and Lewis Construction Building Contractors Wales Ltd	27/07/2022
381	Lease for Land at Parc LAS, Alltynap Road, Cillefwr Industrial Estate, Johnstown, Carmarthen, SA31 3RB between LAS Recycling Limited and Hywel Dda University Local Health Board	27/07/2022
382	Call off Contract for Regional Cost Advisor, Fire Precaution Upgrade Works at Withybush General Hospital, Haverfordwest, Phase 2 Decant Ward between Hywel Dda University Local Health Board and Lee Wakemans Limited	31/08/2022
383	Collaboration Agreement for Speech and Language Services between Hywel Dda University Local Health Board and Pembrokeshire County Council	07/09/2022
384	Trust Deed relating to Glangwili Hospital Fire Precautions Upgrade Scheme between Hywel Dda University Local Health Board and Integrated Health Projects	07/09/2022

## Appendix B: Consultations Update Status Report up to 20<sup>th</sup> September 2022

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Lead	Received On	CLOSING DATE	Response Sent
496	Draft Food (Wales) Bill Consultation	Welsh Assembly	Huw Thomas, Rebecca Richards	15.08.2022	01.08.2022	No response Required
497	Draft Mental Health Bill (2022)	UK Government	Andrew Carruthers, Liz Carroll	12.08.2022	16.09.2022	Response is via online survey
498	WHSSC All Wales Specialist Mesothelioma MDT Service Specification	WHSSC	Andrew Carruthers, Keith Jones & Debra Bennett	25.08.2022	05.10.2022	
499	WHSSC Obesity Strategy	WHSSC	Claire Jones, Dr Meryl James, Dr Akhila Mallipedhi, Zoe Paul-Gough (lead)	25.08.2022	21.09.2022	16.09.2022

## Appendix B: Consultations Update Status Report up to 20<sup>th</sup> September 2022

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Lead	Received On	CLOSING DATE	Response Sent
500	Early Medical Abortion	NHS Confed	Lisa Humphrey	08.08.2022	10.08.2022, extension received until 12.08.22	12.08.2022
501	Draft action plan to end the abuse and neglect of older people in Wales	Welsh Government	Jill Paterson	11.08.2022	17.10.2022	
502	Draft HIV action plan for Wales 2022 to 2026	Welsh Government	Michael Thomas (Public Health)	11.08.2022	14.09.2022	14.09.2022
503	Developing a national framework for social prescribing	Welsh Government	Jill Paterson	11.08.2022	06.10.2022	No Response Required
504	Substance misuse for mental health services for prisons	Welsh Government	Geraint Hughes	11.08.2022	20.10.2022	
505	Changes to the National Minimum Standards for Regulated Childcare	Welsh Government	Mandy Rayani, Sian Passey	11.08.2022	07.10.2022	
506	Healthy food environment	Welsh Government	Jo McCarthy	11.08.2022	01.09.2022	No Response Required

## Appendix B: Consultations Update Status Report up to 20<sup>th</sup> September 2022

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Lead	Received On	CLOSING DATE	Response Sent
507	The Maternity and Early Years Strategy for West Wales	Early Years services for families in West Wales	Lisa Humphrey	11.08.2022	30.09.22	
508	Continuing NHS Healthcare	Welsh Confederation	Jill Paterson	19.08.2022	07.11.2022	
509	Maximising the opportunity presented by biosimilar medicines – A national strategy for Wales	Cardiff and Vale UHB - All Wales Therapeutics and Toxicology Centre	Jill Paterson / Jenny Pugh-Jones	02.09.2022	07.09.2022	<b>No response Required</b>

# **Hywel Dda University Health Board**

## **Withybush General Hospital**

### **Fire Precautions Upgrade Scheme Phase 2 – Decant Ward**

#### **Business Justification Case**

Version: 1.0

25 July 2022

---

## Version Control

Version	Date Issued	Summary of Changes	Issued To
0.1	3 May 2022	First Draft (Shell Document)	J Wood (H DUHB)
0.2	27 May 2022	Updates to Options	J Wood (H DUHB)
0.3	22 June 2022	Final Draft	J Wood (H DUHB) C Thomas (H DUHB) M Brown (Mace) B Spilsbury (Mace) K Parry (Lee Wakemans)
0.4	23 June 2022	Final Draft – updates to capital costs	J Wood (H DUHB) C Thomas (H DUHB) M Brown (Mace) B Spilsbury (Mace) K Parry (Lee Wakemans)
0.5	18 July 2022 19 July 2022 20 July 2022	Updated Final Draft – incorporation of client feedback	J Wood (H DUHB)
1.0	25 July 2022	Final Version	J Wood (H DUHB)

# Contents

<b>1.0</b>	<b>Executive Summary .....</b>	<b>1</b>
1.1	Strategic Case .....	2
1.2	Preferred Option .....	3
1.3	Procurement Route .....	4
1.4	Funding and Affordability.....	4
1.5	Management Arrangements.....	6
1.6	Conclusion and Recommendations .....	7
<b>2.0</b>	<b>Introduction .....</b>	<b>9</b>
<b>3.0</b>	<b>Strategic Context.....</b>	<b>10</b>
3.1	Strategic Context .....	10
3.2	Policy Context.....	14
3.3	Existing Arrangements .....	15
<b>4.0</b>	<b>The Case for Change .....</b>	<b>16</b>
4.1	Phase 2 Works .....	18
4.2	Programme Investment Aims .....	19
4.3	Business Needs.....	20
4.4	Covid-19.....	20
4.5	Potential Scope and Service Requirements .....	21
4.6	Main Benefits .....	21
4.7	Main Risks .....	22
4.8	Constraints.....	22
4.9	Dependencies.....	22
<b>5.0</b>	<b>Available Options .....</b>	<b>23</b>
5.1	Critical Success Factors .....	23
5.2	Main Options.....	23
<b>6.0</b>	<b>Preferred Way Forward.....</b>	<b>27</b>
<b>7.0</b>	<b>Procurement Route.....</b>	<b>27</b>
7.1	Procurement Strategy.....	27
7.2	Service Requirements and Outputs .....	28
7.3	Planning Permission.....	29
7.4	Commercial Arrangements.....	30
7.5	Quality Assurance / Standards Compliance .....	31
7.6	Personnel Implications .....	32
7.7	Potential for Risk Transfer.....	32
7.8	Accountancy Treatment .....	33
<b>8.0</b>	<b>Funding and Affordability .....</b>	<b>33</b>
8.1	Capital Costs .....	33
8.2	Revenue Implications and Affordability.....	35
8.3	Life Cycle Costs.....	36
8.4	Funding Arrangements.....	36

<b>9.0</b>	<b>Management Arrangements.....</b>	<b>36</b>
9.1	<i>Project Management Arrangements .....</i>	36
9.2	<i>Project Milestones .....</i>	39
9.3	<i>Arrangements for Change Management.....</i>	40
9.4	<i>Benefits Realisation.....</i>	40
9.5	<i>Risk Management.....</i>	40
9.6	<i>Programme Assurance.....</i>	42
9.7	<i>Post Project Evaluation .....</i>	43
9.8	<i>Contingency Plans.....</i>	44
<b>10.0</b>	<b>Conclusion and Recommendations.....</b>	<b>45</b>
<b>11.0</b>	<b>Glossary of Abbreviations.....</b>	<b>46</b>
<b>12.0</b>	<b>Appendices .....</b>	<b>47</b>

## Index of Tables

Table 1: Capital Costs .....	5
Table 2: Capital expenditure cash flow .....	5
Table 3: Project Milestones .....	6
Table 4: Main Risks.....	7
Table 5: Withybush Hospital Site – 2019/20 Backlog Maintenance Liability .....	15
Table 6: Summary of Enforcement Notices / Letters of Fire Safety Matters.....	18
Table 7: Risk Allocation Matrix .....	32
Table 8: Capital Costs .....	33
Table 9: Capital expenditure cash flow .....	34
Table 10: Estimated Revenue Costs.....	35
Table 11: Programme Roles and Responsibilities.....	38
Table 12: Specialist Advisors.....	38
Table 13: Project Milestones .....	39
Table 14: Main Risks.....	42

## Index of Figures

Figure 1: Withybush Hospital Building Age Profile .....	16
Figure 2: Decant Ward Proposed Location .....	26
Figure 3: Proposed layout .....	29
Figure 4: Governance Structure.....	37



## 1.0 Executive Summary

Following visits from the Mid and West Wales Fire and Rescue Service (MWWFRS) to Withybush Hospital and associated sites in August and December 2019, Hywel Dda University Health Board (HDUHB) received enforcement notifications and letters of fire safety matters in relation to compliance with fire safety regulations.

A Programme Business Case (PBC) was submitted to Welsh Government in March 2020 detailing the need for capital investment to enable the Health Board to achieve compliance within the stipulated timescales. The PBC identified the significant risk of failure to comply with the fire enforcement notices as being a risk of prosecution and potentially the enforced closure of identified buildings.

A Business Justification Case (BJC) was subsequently submitted to Welsh Government in April 2021 detailing the first phase of works to be undertaken with works commencing in June 2021.

In line with the approach detailed in the PBC, a more detailed appraisal of the delivery programme for the remainder of the works has been undertaken. It is anticipated that this second phase of works will be on site for up to three years, causing major disruption to the inpatient wards. The complexity of the works required within ward areas is too significant to be undertaken in a live environment requiring decant facilities to maintain inpatient capacity for the duration of the works.

This Business Justification Case therefore sets out the requirement for a decant ward at Withybush General Hospital to ensure that inpatient services can continue to operate safely and without reduced capacity whilst the essential fire precaution upgrade works are progressed in line with MWWFRS expectations.

Approval and capital funding is sought from Welsh Government for £8,313,208 to enable a 24-bed temporary ward to be constructed on a car park to the north of the hospital.

This business case has been structured in line with the Better Business Case Investment Guidance, five case model structure, which is in accordance with HM Treasury best practice and the approach prescribed by Welsh Government (WG). The format is in line with the recommended approach for a Business Justification Case:

## 1.1 Strategic Case

The PBC detailed the need for capital investment to enable the Health Board to achieve compliance with the fire enforcement notices stipulated timescales and identified the significant risk of failure to comply as being a risk of prosecution and potentially the enforced closure of identified buildings.

The Phase 1 works has focused on the main stem corridors, escape routes to final exits, plant rooms, underground service ducts, residential and mental health accommodation and are planned to complete in February 2023. The Phase 2 works will address the fire safety matters in patient ward areas and other departments with a proposed commencement in early 2023.

The requirement for a decant ward was confirmed following discussion with Senior Operational Service Managers. More detailed assessment of the scope of the impact of works that would be required with ward area and availability of surplus ward accommodation within WGH for the duration of the Phase 2 works supported this discussion. The Supply Chain Partner has undertaken an assessment of the required works using one of the wards as a typical example.

These detailed investigations have confirmed that the nature of the works within the ward spaces is too intrusive and disruptive to be undertaken whilst patients are present and reprovision of inpatient capacity will be required to minimise the impact on patient services for the duration of the works. One of the key considerations was the requirement to remove asbestos soil and vent pipe boxings to allow fire collars and fire stopping to be undertaken where services pass through compartment floors.

- **Main Compartmentation Wall:**
  - Over boarding or totally replaced with a new construction. To carry out these works will require the isolation of two bed wards, two bathrooms and kitchen.
- **Asbestos Removal:**
  - 8 x asbestos boxings throughout the ward that are high risk and notifiable which will require removal under the control of specialists. A working enclosure and three air lock systems will need to be formed to carry out the removal process.
- **Service Disconnections:**
  - Services disconnection and / or isolation to rooms will include electrical power and containment, fire alarm system, ductwork ventilation and a number of pipework runs. This could potentially isolate the supply routes to the remaining areas of the ward, thus rendering those rooms unusable.
- **Above Ceiling Works:**
  - Fire stopping of vertical penetrations between floors and introduction of fire collars to services between floors.

The Health Board have considered the options for temporarily reducing capacity for the duration of the works but have concluded that due to the extended period of time (three years) the impact on safe and effective delivery of patient services is too great and that replacement of any displaced capacity is essential.

This BJC is therefore seeking support for a modular ward on the Withybush site to provide 24 beds for decant purposes as a direct consequence of needing to deliver on the fire precaution upgrade works.

## 1.2 Preferred Option

The Health Board have assessed the available options and determined that there are only three available options:

- Do Nothing – cease the fire precaution upgrade works;
- Do Minimum – undertake the fire upgrade works on a ward-by-ward basis with no replacement of lost capacity;
- Do Maximum – reprovision of inpatient capacity via a decant ward.

Both the “do nothing” and “do minimum” options have been discounted as viable options due to:

- Risks to the organisation associated with failure to comply with the fire enforcement notices;
- Risks to patient care and safety associated with a loss of inpatient bed capacity and the impact on recovery plans to reduce extended waiting lists post Covid-19.

Therefore the only available option for the Health Board is for a reprovision of inpatient capacity via a modular ward. This option will provide a decant facility allowing the fire upgrade works to take place on a ward-by-ward basis. The approach for other departments will be reviewed as part of the Phase 2 BJC but is likely to be on the basis of either a temporary relocation of services or on an area by area / room by room approach.

A supplementary option has been considered which results in the modular unit being designed with an enhanced level of ventilation in patient areas. This offers the Health Board greater flexibility in use over the long term beyond the fire precautions scheme. The financial impact of the supplementary option is minimal (an additional £39,788) in capital. This investment will enable patients with a higher level of acuity to be accommodated on the ward offering the Health Board greater flexibility in use which is felt to be a value for money approach.

Therefore, the Health Board's preferred option is for the provision of a 24 bed modular decant ward on the Withybush hospital site, ideally to be designed with an enhanced level of ventilation in patient facing areas but acknowledging that this has an additional capital requirement.

## 1.3 Procurement Route

The Health Board has procured the design and construction elements of the fire precaution upgrade works through the NHS Building for Wales framework. Integrated Health Projects (IHP) were appointed as the Supply Chain Partner following a tender process during 2020. Within the invitation to tender it was stipulated that the works were to be undertaken across two phases with a potential requirement for a decant ward to support the Phase 2 delivery process.

With the requirement for a decant ward being confirmed and in line with the original Design for Life invitation to tender, the Health Board has entered into the Phase 2 contract with IHP on the basis of the Decant Ward BJC, with the Phase 2 BJC and works to be introduced as a Compensation Event. Confirmation notices will be issued under the Phase 2 contract subject to WG approval to proceed to construction stage for each element of the Phase 2 works.

The SCP has engaged with the market for the design and construction of the decant ward. Subject to BJC approval, further design and construction work will be undertaken with the modular building supplier engaged to support the SCP with delivery of the modular ward via the Building for Wales Framework on a 'design and build' basis. Validation of the design against the client requirements will be undertaken by the SCP design team prior to manufacture to ensure compliance.

Planning permission has been received for the scheme (Appendix 9).

## 1.4 Funding and Affordability

This project requires funding from the Welsh Government NHS All Wales Capital programme. The requirement for a decant ward did not form part of the PBC costs and this BJC therefore represents an increase in project costs.

The capital costs of the preferred option outturn at an estimated cost of £8,313,208 including VAT.

Element	Do Maximum (12 air changes per hour)
Works Cost	£5,047,366
Fees	£727,128
Non-works Costs	£351,484
Equipment	£16,232
Quantified Risk Contingency (HB)	£327,033
<b>Project Sub Total (excl. VAT)</b>	<b>£6,469,244</b>
Gross VAT	£1,293,849
Less Reclaimable VAT	(£49,885)
<b>Project Outturn Cost (inc. VAT)</b>	<b>£7,713,208</b>
Additional Quantified Risk Contingency (WG)	£600,000
<b>Forecast Project Outturn Cost</b>	<b>£8,313,208</b>

Table 1: Capital Costs

	2021/22	2022/23	2023/24	2024/25	Total
Option 4	£248,927	£5,446,106	£2,609,725	£8,449	<b>£8,313,208</b>

Table 2: Capital expenditure cash flow

Should WG not be willing support the proposal for the enhanced air change rate, there would be a reduction in the capital requirement of £39,788 i.e. a total of £8,273,420.

There is an anticipated additional risk level associated with the volatile nature of the market, especially in connection with the modular building market which should be considered and held by Welsh Government. The SCP market tested the project which included inviting tenders from eight modular building companies. Only four tenders were returned even though the eight tenderers originally agreed to submit proposals. The large value range of tenders received is a risk which should be considered by WG and a risk allowance held should the market change between submission of the business case and approval by WG. Hence an additional WG held risk contingency has been included with the cost forms in recognition (£500,000 excluding VAT).

Whilst the Health Board has assessed the likely revenue implication from a larger ward footprint (323m<sup>2</sup>), there is no request for additional revenue funding from WG for this element.

The Health Board's assumption is that capital charges including increased depreciation and any impairment charges on completion will be funded by Welsh Government.

The estimated Annually Managed Expenditure (AME) Impairment charge is £2,711,072 and annual Departmental Expenditure Limit (DEL) depreciation charge £133,445.

## 1.5 Management Arrangements

The project management structure is aligned with the WGH Phase 1 Fire Precautions Upgrade Scheme which has been formally constituted and established in line with best practice (Managing Successful Programmes) and will be managed in accordance with PRINCE 2 methodology.

The programme of works identified within this business case will be managed via the WGH Delivery Team with direct reporting into the Project Board and the Capital Sub-Committee (CSC).

The Health Board Director of Operations is the formal Senior Responsible Officer (SRO) and will ensure that the project meets its overall objectives and delivers its expected benefits. The Director of Estates, Facilities and Capital Management is the Programme Director who will be responsible for the successful delivery of the project. The Capital Development Manager will be the Estates lead overseeing operational delivery of the project.

### 1.5.1 Project Milestones

Milestone	Date
Business Justification Case submission to WG	July 2022
WG approval to proceed to construction	August 2022
Appointment of PSCP	August 2022
Appointment of Design Team	August 2022
Design and procurement	August 2022 – January 2023
Commencement of works on site	October 2022
Completion of Works	July 2023

Table 3: Project Milestones

### 1.5.2 Main Benefits

The main benefit from this project will be the maintenance of inpatient capacity whilst the fire upgrade works are taking place within individual ward areas. This is a key element of ensuring compliance with fire enforcement notices.

### 1.5.3 Main Risks

The main risk for the Health Board is the failure to comply with the fire enforcement notices which risks further action from MWWFRS which could include the enforced closure of identified buildings and / or prosecution. It is therefore essential that the works continue as planned.

A risk register has been developed (Appendix 1) which will be closely monitored throughout the duration of the scheme. The main risks are:

Risk	Mitigation Measure
Impact of labour market shortages and impact of inflation on plant and materials.	Ongoing monitoring of indices during BJC stage
Availability of materials due to current worldwide conditions such as microchips in FA panels pumps etc	Early ordering or items taken from Health Board stocks
Asbestos – ground contamination.	Ground investigation survey during BJC and Asbestos Survey. Monitoring.
Equipment – the equipment strategy and implementation fails.	Health Board to confirm equipment availability in line with programme.
Contract choice results in high cost of works, i.e. NEC Option E to encourage contractor tendering	Tight schedule of rates to be prepared / agreed Additional allowances in cost estimate Health Board to provide additional site supervision / time clerk to sign off resource
Hospital activities impact on proposed decant strategy or timeline OR decant strategy changes to original agreement.	Ongoing engagement with the Hospital and management Teams to discuss requirements and expectations.

Table 4: Main Risks

## 1.6 Conclusion and Recommendations

This business case sets the required actions for Hywel Dda University Health Board to ensure maintenance of effective inpatient services whilst undertaking the works required to comply with fire safety regulations and mitigate the risk of enforced closure of identified buildings.

The business case has described the proposed approach to the works which aims for the modular ward to be available for occupation from July 2023. It is envisaged that Phase 2 works in other areas of the building will commence in advance of this date.

The Health Board must comply within the stipulated timeframe set by the Mid and West Wales Fire and Rescue Service or risk prosecution and ultimately the potential closure of the Wthybush Hospital and / or associated sites.

It is requested that Welsh Government approve this business case based on the proposed cost and approach to delivery of work.



## 2.0 Introduction

This Business Justification Case (BJC) has been developed to detail the required investment for a decant ward at Withybush General Hospital to enable inpatient capacity to be maintained during the essential fire precaution upgrade works which are taking place on the site.

Approval and capital funding is sought for £8,313,208 for a 24-bed temporary ward to be constructed on a car park to the north of the hospital.

This business case has been structured in line with the Better Business Case Investment Guidance, five case model structure, which is in accordance with HM Treasury best practice and the approach prescribed by Welsh Government (WG). The format is in line with the recommended approach for a Business Justification Case:

- **Strategic Case:** This section provides an overview of the context within which the investment will be made. It sets out the background and strategic context outlining the issues faced by Hywel Dda University Health Board and describes how the proposed investment will support organisational objectives;
- **Options Analysis:** This section confirms the available options and makes recommendations for the preferred way forward;
- **Procurement Route:** This section sets out the procurement strategy for the recommended option;
- **Funding and Affordability:** This section sets out the capital and revenue requirements for the investment proposal and provides an overall statement of funding and affordability;
- **Delivery Arrangements:** This section details the plans for successful delivery of the project to cost, time and quality including the proposed approach for post project evaluation.

A glossary of abbreviations used is included at Section 11.0.

## 3.0 Strategic Context

### 3.1 Strategic Context

This section of the Business Justification Case provides an overview of the context within which the investment will be made.

#### 3.1.1 Organisational Overview

Hywel Dda University Health Board (HDUHB) is one of seven health boards in Wales and serves the population of mid and west Wales. The Health Board provides primary, community, in-hospital, mental health and learning disabilities services to a population of 384,000 taken from the three counties as follows:

- Carmarthenshire 183,936 residents;
- Ceredigion 79,488 residents;
- Pembrokeshire 120,576 residents.

HDUHB covers more than a quarter of the landmass of Wales and is the second most sparsely populated Local Health Board area, with roughly 13% of the total population of Wales.

Acute and community services are provided via four main hospital sites as well as a range of community-based services. The geography of the Health Board is challenging with journey times between the health board sites ranging from 45 to 105 minutes. The acute sites are:

- Bronglais General Hospital in Aberystwyth (BGH);
- Glangwili General Hospital in Carmarthen (GGH);
- Prince Philip Hospital in Llanelli (PPH);
- Withybush General Hospital in Haverfordwest (WGH).

#### 3.1.2 Summary of Financial Standing

The Health Board's outturn for 2021/22 was a deficit of £24.9m. For 2022/23 the UHB has developed an annual plan at the end of quarter 1 2022/23 with a revised forecast deficit of £62m.

##### 3.1.2.1 Capital Plan

The largest strategic capital commitments in the coming years relate to the new build Urgent and Planned Care Centre and the repurposing of Glangwili and Withybush Hospitals. To support the UHB's capital and infrastructure plans, the UHB is currently considering the resource capacity and capability requirements to deliver this complex, high value programme and discussions with Welsh Government will be held to address the scale of development and

modernisation needed including the digital modernisation required. The submitted Programme Business Case will provide the evidence and confidence that major capital investment can help deliver the sustainable service model envisaged.

The Capital Investment Plan will prioritise both capital developments and backlog maintenance in line with the current prioritised position and strategic objectives and be informed by the current risks the organisation holds. A core focus of the capital plan is the delivery of essential quality and safety, business continuity schemes including replacements, issues of compliance and infrastructure maintenance.

This scheme is in direct response to maintaining business continuity whilst the fire upgrade works are progressed (i.e. issues of compliance and essential safety). The capital plan, which includes the fire compliance works is shown within the accompanying Estates Annexe.

### **3.1.2.2 Discretionary Capital Programme**

In previous years, the UHB has received an annual allocation of circa £7.4m which is allocated into the areas of highest investment needs. For this financial year (2022/23), the UHB has seen a 24% reduction in the discretionary capital allocation to £5.6m.

For these locally controlled funds, this is in the main targeted to support issues of quality and safety, and business continuity and is allocated over the following headings:

- Infrastructure and statutory backlog;
- Estates statutory compliance;
- Replacement of medical and other equipment;
- Essential maintenance of estates infrastructure;
- Standardisation of medical equipment and devices across sites to enable cross site working;
- Capital support posts and business case developments;
- Significant upgrades of IT infrastructure and keeping pace with IT replacements.

The UHB faces very significant backlog pressures in IM&T, estates maintenance and equipment replacement which means that not all risks can be mitigated and programmes of replacement over a longer timeline are being developed and will need to be the subject of All Wales Capital support.

### 3.1.3 Hywel Dda Health and Care Strategy

In 2018, HDUHB published 'A Healthier Mid and West Wales: Our Future Generations living well' (AHMWW), the long-term strategy for transforming health services and delivering quality care closer to home. The AHMWW Programme is the Health Board's strategic transformation work programme which brings together all strategic work into one defined programme. The ethos of continuous engagement and co-production is at the heart of the programme with the key objective being to co-design future care and services with patients, staff, the public, key stakeholders and partners, in order to move beyond the traditional structure for NHS services by being truly able to address the needs of the population through earlier intervention, a flexible and joined up approach to care and preventing ill health in the first place.

The underlying ethos of AHMWW is that the programme should be clinically led and deliver a long-term strategic future for health and care. The focus is on keeping people healthy with a shift away from hospitals to care closer to home. While hospitals will continue to be a key part of the health and care system, the wider whole system approach will involve the hospitals working much more closely in the community at one end, while forming stronger links to highly specialised services at the other.

The future hospital model will have a new hospital located in the south of the region which will be the main site within a network of hospitals across mid and West Wales that includes the existing hospital sites. These hospitals will be vibrant centres supporting the health and well-being of the communities they serve. Under the proposal, Withybush Hospital will be repurposed to offer a range of services to support the social model for health and well-being.

The Health Board submitted a Programme Business Case (PBC) to Welsh Government (WG) in March 2022 which sets out the context and high-level need for the resources to support capital and estates planning for the delivery of the Health and Care Strategy transformation programme. This will deliver the essential estates infrastructure of a new purpose built planned and urgent care hospital and the repurposing of the existing hospital sites and will also consider the required for investment into the community estate infrastructure to support delivery of the new models of care.

A separate PBC has been developed to address the business continuity / estates infrastructure issues across all four acute hospitals within the context of the AHMWW Strategy. This was submitted to Welsh Government and received endorsement in July 2021.

### 3.1.4 Fire Precaution Upgrade Works Programme Business Case

Following visits from the Mid and West Wales Fire and Rescue Service (MWWFRS) to Withybush Hospital and associated sites in August and December 2019, Hywel Dda University Health Board (HDUHB) received enforcement notifications and letters of fire safety matters in relation to compliance with fire safety regulations.

A Programme Business Case was submitted to Welsh Government in March 2020 detailing the need for capital investment to enable the Health Board to achieve compliance within the stipulated timescales. The PBC identified the significant risk of failure to comply with the fire enforcement notices as being a risk of prosecution and potentially the enforced closure of identified buildings.

The PBC recommended immediate commencement on a programme of Advanced Works which have now been completed (essential works targeted at the buildings where the Health Board had received enforcement notices).

The remaining works were packaged into two separate phases:

- Phase 1 of the main works which addressed primary escape routes. A BJC was submitted to WG in April 2021 with approval received in June 2021.
- Phase 2 of the works which will address the sub-compartments and hazard rooms within departments and is the subject of a subsequent BJC.

The Phase 1 works commenced on site on 21 June 2021 with a revised planned completion date of February 2023. This element of works has focused on the main stem corridors, escape routes to final exit points, plant rooms, underground service ducts, residential and mental health accommodation.

Phase 2 of the works are proposed to start in early 2023 with a focus on addressing the fire safety matters in other departments and patient ward areas and following completion of the decant ward.

As part of the PBC it was envisaged that the Phase 2 works would progress one ward at a time in a sequential manner in order to maintain patient services during the course of the works programme. It was therefore acknowledged that further assessment of the options for maintaining clinical service delivery would be required. The Phase 1 BJC confirmed that the requirement for decant accommodation would be considered as part of Phase 2.

Integrated Health Projects (IHP) was appointed as the Principal Supply Chain Partner under the NEC3 Engineering and Construction (ECC) Form of Contract (Option E) and Designed for Life: Building for Wales Framework.

## 3.2 Policy Context

The Health Board has a corporate responsibility to deliver an efficient, safe estate that supports clinical services in line with WHBN-008: Strategic Framework for the efficient management of healthcare estates and facilities. There are also legal responsibilities in the provision of soft and hard FM services requiring adherence to Welsh Health Technical Memoranda (WHTM). WHTMs provide guidance for the design, management and maintenance of healthcare engineering systems including fire safety.

There are a number of regulatory frameworks that the Health Board must comply with in relation to fire safety. These include:

- Building Regulations 2010;
- Regulatory Reform (Fire Safety) Order 2005;
- WHTM 05-01: Firecode Managing Healthcare Fire Safety (2019);
- WHTM 05-02: Fire safety in the design of healthcare premises (2014);
- WHTM 05: Fire Safety (2011);
- Fire and Rescue Services Act (2004).

The Regulatory Reform (Fire Safety Order) consolidated the fire related legislation. As a result, the Healthcare Firecode suite of documents was revised with mandatory requirements for all NHS bodies. The NHS Wales Fire Safety Policy provides an unambiguous statement applicable to the NHS in Wales and premises where patients receive treatment or care. The aims are to minimise the incidence of fire throughout the NHS estate in Wales and to minimise the impact from fire on life, safety, delivery of service, the environment and property.

Compliance with these regulatory frameworks underpinned the PBC and the associated Phase 1 and 2 BJCs. This BJC will ensure continuity of clinical service delivery during the ongoing works.

### 3.3 Existing Arrangements

Withybush Hospital is located in Haverfordwest and has a gross floor area of 43,368m<sup>2</sup> and provides 219 beds. The main hospital buildings were constructed in the 1970s. A new Emergency and Urgent Care Centre was opened in 2010 and a new Renal Dialysis Unit opened in 2014.

There has been limited major investment since the opening of the original building apart from a retrospective install (1980s) of a pitched roof which is now nearing the end of its lifecycle. Most areas of the original hospital now require comprehensive refurbishment and this process has commenced with refurbishment of the Pathology department and some ongoing ward refurbishments. There is a need for considerable investment in the site with both the site engineering infrastructure and building assets either approaching or exceeding intended lifespan.

The age profile of the estate has implications on estate backlog performance which for WGH was assessed as being £13.3M at 31 March 2020.

Backlog Maintenance Costs by Risk Category per site per risk category for 2019/20				
High Risk Backlog Costs (£)	Significant Risk Backlog Costs (£)	Moderate Risk Backlog Costs (£)	Low Risk Backlog Costs (£)	Risk Adjusted Backlog Costs (£)
£0	£12,825,112	£4,160,515	£1,835,454	£13,253,467

Table 5: Withybush Hospital Site – 2019/20 Backlog Maintenance Liability

Figure 1 shows the age profile of the buildings on the Withybush Hospital site.





Figure 1: Withybush Hospital Building Age Profile

The Health Board has benefited from an uplift in its recurring discretionary capital allocation over the last few years and whilst this has been welcomed and has enabled greater flexibility at a local level to manage competing expenditure priorities, it remains extremely difficult to resolve all risks.

The reduction in the latest discretionary capital allocation has placed additional pressure on the HDUHB which continues to face very significant backlog challenges in IM&T, estates maintenance and equipment replacement. The resulting impact has been service interruptions, risks to clinical service and business continuity and health and safety concerns. Not all risks can be mitigated and programmes of replacement over a longer timeline are being developed. A separate PBC has been developed to address the business continuity / estates infrastructure issues across all four acute hospitals within the context of the AHMWW Strategy and will be the subject of All Wales Capital support.

## 4.0 The Case for Change

The Programme Business Case and Phase 1 Business Justification Case have both set out a compelling case for Welsh Government Capital investment. Failure to comply with the enforcement notices and letters of fire safety carries a high risk of prosecution and / or enforced closure of identified buildings.



A summary of these enforcement notices and letters of fire safety is provided below:

Date	Details of enforcement notice
30/07/2019	MWWFRS visited Withybush Hospital on 30 July 2019. Enforcement notice EN/262/06 dated 8 August 2019 issued requiring Health Board required to remedy a number of specific areas by 30 November 2019.
19/11/2019	Health Board advise MWWFRS that a number of items on the schedule had been completed but that the compartmentation, fire doors and fire damper related items would require more time to resolve. MWWFRS subsequently agree extension to 31 January 2021.
01/12/2019	Fire incident at St Caradog's ward. MWWFRS visit site and issue enforcement notice EN/262/08 dated 6 December 2019 requiring resolution by 4 March 2020.
10/12/2019	Letter issued following MWWFRS visit to Bro Cerywn, St Non's and St Brynach wards advising there would be reinspection in 3 months and failure to comply may result in a further enforcement notice being issued.
07/01/2020	MWWFRS issue letter in relation to residential accommodation advising there would be reinspection in 6 months and failure to comply may result in a further enforcement notice being issued.
09/02/2020	Following a site visit on 7 February 2020 MWWFRS advised that EN/262/06 was withdrawn. As there were still outstanding issues for resolution further enforcement notices were issued dated 9 February 2020: KS/890/02 – action to be completed by 30 September 2020 KS/890/03 – action to be completed by 28 August 2021 KS/890/04 – action to be completed by 30 April 2020.
20/07/2020	Health Board advise MWWFRS of difficulties achieving compliance with the enforcement notices due to problems arising from the incidence of Covid-19. MWWFRS therefore grant extension of time for compliance for KS/890/02 to 30 January 2021.
26/08/2020	Health Board advise MWWFRS of difficulties achieving compliance with the enforcement notices due to problems arising from the incidence of Covid-19. MWWFRS therefore grant extension of time for compliance for KS/890/05 to 31 December 2021.
02/10/2020	Health Board meet with MWWFRS to review progress.
05/11/2020	Health Board advise MWWFRS of difficulties achieving compliance with the enforcement notices due to problems arising from the incidence of Covid-19. MWWFRS therefore grant extension of time for compliance for KS/890/03 to 30 April 2022 and KS/890/04 to 30 April 2025.
06/01/2021	Health Board meet with MWWFRS to review progress and to present proposals for completion of the schedule of works

Date	Details of enforcement notice
12/01/2021	<p>MWWFRS issue a letter to confirm the agreed outcome of the meeting on 6 January 2021 whereby the enforcement notices are aligned with the proposed schedule of works:</p> <ul style="list-style-type: none"> <li>• Stage 1 / Advanced works relating to Vertical Escape Routes and priority works at St Caradogs to be completed by end Jan 2021;</li> <li>• Stage 2 / Phase 1 works relating to all remaining escape routes at WGH and all remaining work at St Caradogs, St Nons to be completed by end April 2022;</li> <li>• Stage 3 / Phase 2 works relate to all department / ward areas including any sub compartmentation and risk room area to be completed by end April 2025.</li> </ul>
19/03/2021	MWWFRS confirm review of enforcement notices extended until March 2022.
05/05/2022	<p>Health Board discuss with MWWFRS on 20 April 2022 progress against the Phase 1 works. The completion date is forecast for December 2022 with a period of 4 weeks following this to deal with any required corrective works.</p> <p>MWWFRS confirm via email the extension of KS/890/03 with formal extension letter to be issued.</p>

Table 6: Summary of Enforcement Notices / Letters of Fire Safety Matters

Those areas that needed rapid progress (Advanced Works) were completed during February 2021 and the Phase 1 works commenced on site in June 2021 and are on schedule for completion during late February 2023. Further discussions are required with MWWFRS to align the works programme and negotiate a further extension to the current Phase 1 notice.

The focus of the Phase 2 works is to address the fire safety matters in patient ward areas and other departments and are proposed to start during early 2023.

## 4.1 Phase 2 Works

The PBC identified that any requirement for decant facilities would be considered as part of the detailed planning for the main phases of the works. The Supply Chain Partner (IHP) has now undertaken a number of detailed surveys to establish the probable nature of the required works for the planned Phase 2 works.

Using one of the wards as a typical example, IHP has developed an inspection report and noted the following key findings:

- **Main Compartmentation Wall:**
  - Over boarding or totally replaced with a new construction. To carry out these works will require the isolation of two bed wards, two bathrooms and kitchen.

■ **Asbestos Removal:**

- 8 x asbestos boxings throughout the ward that are high risk and notifiable which will require removal under the control of specialists. A working enclosure and three air lock systems will need to be formed to carry out the removal process.

■ **Service Disconnections:**

- Services disconnection and / or isolation to rooms will include electrical power and containment, fire alarm system, ductwork ventilation and a number of pipework runs. This could potentially isolate the supply routes to the remaining areas of the ward, thus rendering those rooms unusable.

■ **Above Ceiling Works:**

- Fire stopping of vertical penetrations between floors and introduction of fire collars to services between floors.

The anticipation is that the Phase 2 works will have an on-site duration of circa 3 years. Due to the complexity of the works required within the ward spaces, the works are considered too intrusive and disruptive to be undertaken whilst patients are present. Therefore, individual wards will either need to close or be relocated on a phased basis to enable the works to progress. The Hospital Operational Management Team has therefore considered the options for maintaining continuity of service delivery.

There is no available space or capacity within the hospital that could be released to support the works for the entirety of the works. The Health Board have therefore considered the impact of not replacing the capacity whilst upgrade works are taking place and have concluded that the risks to patient safety would be too significant. For effective patient service delivery to be maintained a replacement of the lost inpatient capacity (i.e. 24 beds) is required and is the subject of this BJC.

## 4.2 Programme Investment Aims

Within the overall NHS planning context, the Minister for Health and Social Services has determined a series of investment objectives for the NHS Infrastructure Investment Programme including capital and revenue funding delivery models. These objectives have been adopted by HDUHB and interpreted for the overarching Estates Infrastructure programme as follows:

- Reduce the risk profile on Estate infrastructure;
- Maintain appropriate levels of patient safety and comfort;
- Extend the operating life of the hospitals;
- Support future service planning by ensuring sufficient infrastructure of systems resilience and capacity for future service modelling;
- Reduce essential backlog maintenance requirements;

- Identify and deliver a cost effective and value for money solution, programme timetable and budget.

The investment aims associated with the Phase 1 Business Justification Case were developed within the context of the overarching estates infrastructure approach and with a specific focus on ensuring compliance with the NHS Wales Fire Safety Policy on the Worthybush Hospital Site.

- Ensure compliance with core statutory standards namely Fire Code regulations;
- Reduce the risk profile on estate infrastructure;
- Support the delivery of safe, sustainable and accessible services, and facilitate high standards of patient care.

The associated investment aims specific to this business case are to:

- Support the delivery of safe, sustainable and accessible services, and facilitate high standards of patient care;
- Maintain continuity of clinical service delivery during the fire precaution upgrade works.

## 4.3 Business Needs

This BJC demonstrates that HDUHB is at risk of prosecution and potentially the enforced closure of identified buildings for non-compliance with fire enforcement notices. To maintain the safety of all staff, patients and visitors at WGH, HDUHB must address all the areas of concern. An agreed programme of works is underway; however, the scale of the works is significant, and it would be unsafe for patients if works were undertaken in a live environment.

To minimise the impact on effective inpatient care, the Health Board must maintain the existing level of capacity requiring the provision of a temporary ward (24 beds) for the duration of the works.

## 4.4 Covid-19

The potential impact of Covid-19 on this project has been considered and the programme will need to respond flexibly to any further disruption as a result of the pandemic. Appropriate infection control measures will be enforced throughout the works programme with regular review as required.

The temporary facility will be compliant with current WHBN and WHTM guidelines supporting improved infection control measures as a result of increased spacing between beds, provision of space for donning and doffing of PPE and ventilation which is compliant with the most recent guidance,

The Health Board has explored the benefits of designing the ward to have enhanced ventilation (i.e. mechanical ventilation to achieve 12 air changes per hour as opposed to the recommended 6 air changes per hour). The greater air change will offer greater resilience should there be a resurgence of the current pandemic as well as presenting increased flexibility in the future use of the ward. The financial implications are described within Section 8.0 (Funding and Affordability), however given the relatively low additional capital requirement the Health Board feel that this option represents a longer-term value for money approach.

## 4.5 Potential Scope and Service Requirements

The scope of this BJC is the provision of a modular ward facility to enable the decant of current inpatient capacity whilst the fire upgrade works are taking place within the ward areas. The approach to the non-ward areas (i.e. x-ray, pharmacy, phlebotomy) will be resolved in the separate Phase 2 BJC.

The temporary decant facility will provide for 24 beds. The proposed delivery approach will be for one of the wards to relocate to the new decant facility for the duration of the works and for the vacated space in the main core block to be used as the ongoing decant ward for the remaining wards. This approach will allow the more critical wards to remain within the core of the hospital, retaining immediate access to the relevant support facilities (e.g. theatres) and lower acuity patients to be treated within the decant ward.

## 4.6 Main Benefits

The main benefit to this scheme will be the maintenance of inpatient bed capacity whilst the mandatory fire precaution upgrade works are taking place.

Following the planned works there will be additional, longer-term benefits which include:

- Increased on site capacity to support decant options for routine maintenance works;
- Increased on site capacity to support post-Covid elective catch up (additional theatre lists).

## 4.7 Main Risks

The main risk associated with this BJC is the significant impact on patient safety should inpatient capacity be reduced for the duration of the planned fire precaution upgrade works.

Should inpatient capacity not be replaced the likelihood is that the hospital would be unable to vacate the ward resulting in the fire upgrade works ceasing. This would risk further action from MWWFRS which could include the enforced closure of identified buildings and / or the risk of prosecution.

A detailed risk register has been developed for the operational stages of the scheme (Appendix 1) with the highest rated risks detailed in section 9.5.2.

## 4.8 Constraints

There are a number of constraints to the delivery of this BJC:

- Availability of capital funding;
- Compliance with the timeframes stipulated by MWWFRS;
- A need to minimise disruption to patient services during the building works.

## 4.9 Dependencies

The project is dependent on the following considerations:

- Welsh Government support and funding;
- Decant ward must have direct access to the main hospital corridor.

## 5.0 Available Options

This section of the business case describes the available options for the investment together with an assessment of the relative advantages and disadvantages. The aim is to identify the option that best meets the needs of the service and that optimises value for money.

### 5.1 Critical Success Factors

The critical success factors associated with this BJC are:

- Strategic Fit:
  - Compliance with MWWFRS fire enforcement notices;
  - Maintenance of current inpatient bed capacity.
- Achievability:
  - Timescales for delivery;
  - Deliverability with minimal site constraints or challenges;
  - Potential affordability (capital).
- Supplier Capacity and Capability:
  - Ability of potential suppliers to deliver the required services;
  - How attractive the option is to the supply side.
- Potential Value For Money.

### 5.2 Main Options

In developing the preferred approach to the delivery of the Phase 1 and Phase 2 works, the Health Board have considered two approaches to implementation:

- Continuous approach to the Phase 1 and 2 works to minimise the overall delivery programme;
- Delayed approach between Phase 1 and Phase 2 works to move funding requirements into a subsequent financial year.

Following discussions with Welsh Government the continuous approach was confirmed as the preferred way forward and is the basis on which the ongoing works are being planned. As such to minimise any potential delay, an inpatient ward needs to be available in line with the Phase 2 programme.

The detailed investigation work has confirmed that the extent and nature of the works within the ward spaces requires vacation of the ward, the Health Board have assessed the available delivery options. There are three available options:

- Do Nothing – do not vacate a ward and cease fire precaution works in inpatient areas;
- Do Minimum – undertake the fire upgrade works on a ward-by-ward basis with no replacement of lost capacity;
- Do Maximum – reprovision of inpatient capacity via a decant ward.

## **5.2.1 Delivery Options**

### **5.2.1.1 Do Nothing**

The do-nothing option assumes that the fire precaution upgrade works are ceased to mitigate against any impact on reduced bed capacity.

Whilst this has the benefit of no impact on inpatient services, the Health Board have concluded that the associated risk to the organisation through a failure to comply with the fire enforcement notices is too significant. The risks being further action being taken which could include the forced closure of buildings and a risk of prosecution.

This has therefore been discounted this as a viable option.

### **5.2.1.2 Do Minimum**

The do minimum option assumes that the fire precaution upgrade works continue as planned but that there is no replacement of lost capacity – i.e. there is no provision of a decant ward. Works would take place on a ward-by-ward basis and the hospital would need to function for an extended period of time with a loss of 24 beds (circa 10% of the overall bed base).

This presents an immediate challenge to the hospital in being able to reduce inpatient activity sufficiently to support the closure of one ward.

The Health Board have considered alternative ways of mitigating the loss in beds which would require investment into alternative models of care to support patients within the community. Whilst this is the long term service strategy, the infrastructure is not yet in place and this would represent a significant impact on the workforce requiring extensive training and development programmes which could not be delivered within the timelines associated with the fire enforcement notices.



Therefore, any reduction in bed capacity will impact on all, patients requiring inpatient care. For elective patients there would be increased waits for elective procedures impacting on individual patient outcomes. Emergency patients would experience longer waits in the emergency department for admission including extended periods of time on a trolley, poorer quality of care and impacts on individual patient outcomes). All of which would be further compounded at times of peak pressure.

To maintain effective patient service delivery (including Covid recovery and the waiting list reduction plan) the number of inpatient beds must be maintained. The Health Board have therefore concluded that the risks associated with this approach are too significant and have discounted it as a viable option.

#### **5.2.1.3 Do Maximum**

The do maximum option seeks to maintain current bed capacity on the Worthybush site whilst the ward by ward decant strategy is implemented to facilitate delivery of the Phase 2 fire upgrade works. One of the wards will decant into the new facility for the duration of the works creating a vacant ward within the main block to be used as a decant for all other wards.

This option whilst maintaining inpatient capacity, minimises the impact on patient care and safety and enables the essential works to progress in line with the timelines negotiated with MWWFRS.

The decant facility will be a modular ward with 24 beds, compliant with learning from the recent pandemic with regards to air change rates and in anticipation of revisions to WHTM 03-01 (6 air changes per hour).

The Health Board have determined that this is a viable option.

#### **5.2.1.4 Do Maximum (supplementary option – enhanced ventilation)**

The Health Board have considered a supplementary option to the do maximum option described above which would involve the modular unit being designed with an enhanced level of ventilation.

Under this option, all patient facing areas will be serviced at a greater level of 12 air changes per hour and non-patient facing areas being compliant with WHTM 03-01. This will offer the Health Board greater flexibility in use over the long term beyond the delivery of the fire upgrade works.

The capital implications of the options are included in Appendix 2 and summarised in Table 8. Given the marginal difference in capital costs between the two 'do maximum' options, the Health

Board's preferred option is to proceed with the enhanced level of ventilation offering greater resilience in the management of patients with respiratory conditions such as Covid over the longer term.

## 5.2.2 Location Options

The Health Board has established that it is not possible to allocate any existing ward or clinical department to support the decant requirements of the Phase 2 works.

As such an appraisal of the site has been undertaken to identify the potential location options. The modular ward must have direct connectivity to the main hospital building to maintain access to all supporting services. The site must also retain safe access to the Helipad. As such there is only one location option which does not result in a major impact or relocation of services which is indicated on the location plan below:

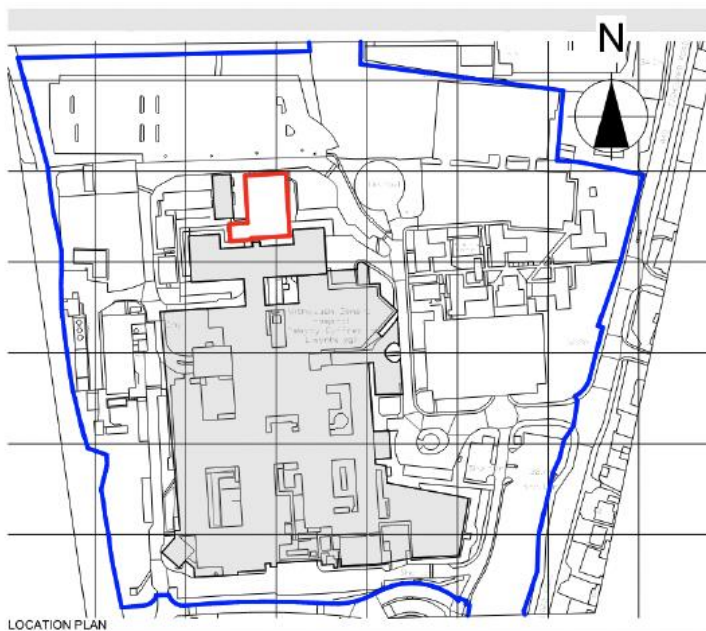


Figure 2: Decant Ward Proposed Location

The site location and proximity to existing buildings has driven a requirement for enhanced fire separation and hence mechanical ventilation is required regardless of the current guidance.

## 6.0 Preferred Way Forward

On the basis of the option appraisal, the preferred way forward is for a reprovision of inpatient capacity via a modular decant ward on the hospital site. The enhanced ventilation will offer the Health Board greater flexibility in use in relation to the types of patients that could be accommodated on the ward. On the basis that the differential in capital costs between the two 'do maximum' scenarios is minimal (less than £40,000) the preferred way forward would include for the enhanced ventilation.

## 7.0 Procurement Route

### 7.1 Procurement Strategy

The Health Board has procured the design and construction elements of the fire precaution upgrade works through the NHS Building for Wales framework. Integrated Health Projects (IHP) were appointed as the Supply Chain Partner following a tender process during 2020. Within the invitation to tender it was stipulated that the works were to be undertaken across two phases with a potential requirement for a decant ward to support the Phase 2 process.

With the requirement for a decant ward being confirmed and in line with the original Design for Life invitation to tender, the Health Board have entered into the Phase 2 contract with IHP on the basis of the Decant Ward BJC, with the Phase 2 BJC and works to be introduced as a Compensation Event. Confirmation notices will be issued under the Phase 2 contract subject to WG approval to proceed to construction stage for each element of Phase 2 works.

#### 7.1.1 Contract Type

The project and cost managers are currently appointed via the Building for Wales framework utilising an NEC option C contract. It is proposed that this is extended via a compensation event.

The SCP is currently appointed via the Building for Wales framework utilising an NEC option E (cost reimbursable) contract. It is proposed that this is extended via a compensation event, however, it is recognised that the nature of the decant ward differs from the fire precaution works element in that it can be more fully defined and designed, allowing more fixed pricing and hence cost certainty. For this reason it is planned that the major elements of works packages such as modular units, groundworks and external works are let on NEC option A in accordance with the Building for Wales framework.

This effectively reduces the option E (cost reimbursable) elements to the SCP (IHP) management team and site set up costs (the latter already being place via the fire prevention works), initial design and briefing works and the M&E installer who will used for the infrastructure connections back to the main hospital only (the building fit out forming part of the modular build fixed price element).

It is expected that, by taking this approach, a tendered cost will be achieved for circa 85% of the decant project value.

## 7.2 Service Requirements and Outputs

The requirement is for a decant ward facility to support the fire stopping upgrade works on the main Withybush Hospital. The ward will have a total of 24 beds in a combination of single rooms and multi beds (4) with appropriate supporting accommodation.

Although part of the Phase 2 works, in order to maintain pace on the delivery programme, it is essential that the decant work is procured and delivered to align with the Phase 2 works programme.

Due to the site topography, a modular construction is proposed with a part steelwork platform to rest the modules on and enable the ward to be on the same level as the main hospital. The ward will join onto the existing hospital corridor via a glazed link providing a covered route for movement of patients, staff and goods from the main building. The proposals include a new access ramp between the main car park and the hospital entrance which complies to current regulations.

The ward will be a single storey facility, designed and built to Welsh Health Technical Memoranda (WHTM) 05-02:2014 and relevant Welsh Health Building Notes (WHBN). The ward will have a gross internal area of 934m<sup>2</sup> (including 91m<sup>2</sup> of plant space) and will be located in the car park to the North of the hospital. The following core functional content is included with the detailed schedule of accommodation within the accompanying Estates Annexe:

- 24 inpatient beds configured as 5 x 4 Bed Bays with en-suite and 4 x single en-suite rooms;
- 1 x Treatment Room;
- Accessible bathroom;
- Medication preparation room and store;
- Clean and Dirty Utilities;
- Multi-Disciplinary Team Room;

- The proposed building layout is shown below with the Design and Access Statement in the accompanying Estates Annexe providing a detailed description of the design proposal:



Figure 3: Proposed layout

## 7.3 Planning Permission

Planning permission has been granted by Pembrokeshire County Council following the planning committee meeting of 14 June 2022 (Appendix 9).

Following a full Sustainable Drainage Approval Body (SAB) submission, Pembrokeshire County Council has granted approval for the works in accordance with Schedule 3 of the Flood and Water Management Act 2010 (Estates Annexe – section 7).

## 7.4 Commercial Arrangements

This section details the proposed procurement approach and gives detailed consideration to any specific commercial arrangements required. The preferred funding option for the investment is via Welsh Government Funding as public funding is considered the only viable option for this scheme.

### 7.4.1 Contractual Arrangements

IHP have engaged with the market for the design and construction of the decant ward. Tenders were invited from eight modular building companies. Despite all eight agreeing to submit proposals, only four tenders were returned (linked to the risk of submitting fixed price contracts given the volatility in the market). The tenders received (excluding VAT) and based on the current programme were:

- Actacomm Limited: £3,006,350
- Portakabin: £3,227,500 (NB: budget figure)
- McAvoy: £4,560,072
- Bladeroom: £4,927,410

Following a review of tenders and engagement with each tenderer, Actacomm's offer was selected to be included within the SCPs cost plans. Therefore, subject to BJC approval, further design and construction work will be undertaken with Actacomm engaged to support the SCP with delivery of the modular ward via the Building for Wales Framework on a 'design and build' basis. Validation of the design against the client requirements will be undertaken by the SCP design team prior to manufacture to ensure compliance.

### 7.4.2 Payment Arrangements

The Health Board have made, and will continue to make, payments to the externally appointed team in respect of products and services as follows:

- The contract will be managed by Hywel Dda University Health Board under the NEC3 Option C Target Cost Contract with regards to the Project Manager and Cost Advisor appointments, in line with 'Building for Wales' Framework terms and conditions;
- The contract will be managed by Hywel Dda University Health Board under the NEC3 Option E Cost Reimbursable with regards to the Supply Chain Partner appointment in line with 'Building for Wales' Framework terms and conditions.

The Project Bank Account process is ongoing following agreement from WG that the Natwest PBA product is considered to meet their requirements.

### **7.4.3 Proposed Charging Mechanisms**

At the completion of the project there will be no ongoing service arrangements provided by the Procurement partner and therefore no recurring charges associated with project.

## **7.5 Quality Assurance / Standards Compliance**

HUHB in conjunction with their Supply Chain Partner (SCP) and their design team have developed this BJC to RIBA stage 3 design. Following BJC approval, further design and construction work will be undertaken with the modular contractor.

The modular ward will be designed and built to Welsh Health Technical Memoranda (WHTM) 05-02:2014 and relevant Welsh Health Building Notes (WHBN) with full consideration to DDA (Disability Discrimination Act) provision.

### [AEDET](#)

NHS Wales Shared Services Partnership Specialist Estates Services (NWSSP-SES) have advised (Estates Annexe – section 8) that an AEDET assessment is not required for this scheme for the following reasons:

- Despite there being design work for the ward, the main purpose of the works are to address the fire related issues on the back of the fire enforcement notices which are predominantly backlog maintenance work in nature;
- As AEDET is a design toolkit, many of the topics would not apply for the type of works.

### [BREEAM](#)

NWSSP-SES have confirmed (Estates Annexe – section 8) that due to the nature of the works and the size of the development being under 1,000m<sup>2</sup>, that a BREEAM assessment will not be required.

### [Fire Code](#)

A fire safety strategy has been developed which is compliant with WHTM 05-02:2014 (included as part of the accompanying Estates Annexe). The strategy and fire strategy drawings will be signed off by the Fire Consultants, Design Team and Health Board (including the Fire Officer) prior to finalisation of the design.



## Derogation Schedule

The Derogation Schedule is included as Appendix 6. This includes reference to a derogation from HTM 03-01 to provide an uplifted ventilation rate of 12 air changes per hour.

## 7.6 Personnel Implications

The internal project management arrangements and requirements for specialist advice to support the design, procurement and delivery of the projects will be reviewed on an ongoing basis to ensure that adequate resources are available to deliver projects to the quality, cost and timelines required. The resource implications for the work packages are identified in the cost forms.

As this procurement is for construction only there are no Transfer of Undertakings (Protection of Employment) (TUPE) and Retention of Employment (RoE) implications.

## 7.7 Potential for Risk Transfer

The general principle is that risks should be passed to “the party best able to manage them”, subject to value for money (VFM). The following table indicates where the responsibility for risk lies between public and private sector:

Risk category	Potential Allocation		
	Public	Private	Shared
Design Risk	✓		
Construction and development risk	✓		
Transition and implementation risk	✓		
Availability and performance risk	✓		
Operating risk	✓		
Variability of revenue risks	✓		
Termination risks	✓		
Technology and obsolescence risks	✓		
Control risks	✓		
Residual value risks	✓		
Financing risks	✓		
Legislative risks	✓		
Other project risks	✓		

Table 7: Risk Allocation Matrix



## 7.8 Accountancy Treatment

It is estimated that the impact on the Balance Sheet of the Health Board will be an increase in the value of fixed assets by £4.983m.

# 8.0 Funding and Affordability

## 8.1 Capital Costs

The purpose of this section is to set out the financial implications of the preferred and the proposed deal as described in the Commercial Case.

The capital costs of the do maximum option (both the standard ventilation and the enhanced ventilation are summarised in Table 8 below with capital cost forms included at Appendix 2. Given the low variance in capital implications, the Health Board recommendation is for the modular ward to be built with the enhanced air change capability. This will allow greater flexibility in the types of patients able to be accommodated on the ward offering increased resilience on the hospital site beyond the fire precautions scheme.

Element	Capital Costs		Variance
	Do Maximum (6 air changes per hour)	Do Maximum (12 air changes per hour)	
Works Cost	£5,015,021	£5,047,366	£32,345
Fees	£726,640	£727,128	£488
Non-works Costs	£351,161	£351,484	£323
Equipment	£16,232	£16,232	
Quantified Risk Contingency (HB)	£327,033	£327,033	
<b>Project Sub Total (excl. VAT)</b>	<b>£6,436,088</b>	<b>£6,469,244</b>	<b>£33,156</b>
Gross VAT	£1,287,217	£1,293,849	£6,632
Less Reclaimable VAT	(£49,885)	(£49,885)	
<b>Project Outturn Cost (inc. VAT)</b>	<b>£7,673,420</b>	<b>£7,713,208</b>	<b>£39,788</b>
Additional Quantified Risk Contingency (WG)	£600,000	£600,000	
<b>Forecast Project Outturn Cost</b>	<b>£8,273,420</b>	<b>£8,313,208</b>	<b>£39,788</b>

Table 8: Capital Costs

## 8.1.1 Capital Cost Assumptions

The following assumptions have been made in developing the capital costs for this BJC:

- Capital costs – costs are escalated with published and assessed inflation for the duration of the project;
- Location Factor – all rates based on the SCPs costs for the Withybush location and location adjustment not required;
- Programme – based on a start on site of August 2022 and completion July 2023.
- Professional Fees – based on allowance of 14.41% of works costs;
- Equipment costs – based on 0.32% of departmental costs;
- Risk Contingency – based on quantified risk register (Appendix 1) equating to 5.37% of combined works, fees, equipment and non-works costs;
- Additional WG held risk contingency to cover current inflationary pressures etc in the construction market;
- A planning contingency has not been included;
- VAT recovery – allowance for recovery of VAT on professional fees for HDUHB directly appointed consultants only (20%).

## 8.1.2 Cash Flow

The cash flow supporting the two 'do maximum' options are shown in Table 9 below:

	2021/22	2022/23	2023/24	2024/25	Total
Option 3	£248,997	£5,433,772	£2,582,199	£8,452	<b>£8,273,420</b>
Option 4	£248,927	£5,446,106	£2,609,725	£8,449	<b>£8,313,208</b>

Table 9: Capital expenditure cash flow

## 8.1.3 Changes in Capital Cost Assumptions from PBC

The requirement for a decant ward did not form part of the PBC costs and this BJC therefore represents an increase in project costs.

The scoping case developed in June 2021 had indicative costs of £5,952,446. The overall outturn comparator is £7,800,000 based on:

- Increased costs – escalation (say 5%) = £6,250,000
- Current scheme abnormalities due to site location, raised level, fire rating, mechanical ventilation etc = £1,550,000.

## 8.1.4 Additional Quantified Risk Contingency

There is an anticipated additional risk level associated with the volatile nature of the market, especially in connection with the modular building market. The SCP market tested the project which included inviting tenders from eight modular building companies. Only four tenders were returned even though the eight tenderers originally agreed to submit proposals. The large range of tenders received is a risk which should be considered by WG and covered by an additional contingency sum to be held by them should the market change between submission of the business case and approval by WG.

An additional WG risk contingency has been evaluated and factored into the cost forms for each air change option (£500,000 excluding VAT).

## 8.2 Revenue Implications and Affordability

As the proposed decant ward is 323m<sup>2</sup> larger than an existing ward footprint, the Health Board have assessed the likely revenue implications as shown in the table below. The additional space will enable the Health Board to future proof the ward beyond the fire precautions scheme and as such, the HB are not requesting any additional revenue funding from WG.

Withybush Hospital - Estimated Decant Revenue Costs 2022											
	GIA	Building & Engineering Maintenance	Energy	Waste*	Water & Sewage*	Business Rates	Cleaning	Catering*	Laundry & Linen*	Portering*	Total
£/m <sup>2</sup>		£35.20	£40.75	£3.58	£4.33	£13.66	£46.67	£26.74	£7.40	£16.43	£194.76
Ward 3	611	£21,507.20	£24,898.25	£2,187.38	£2,645.63	£8,346.26	£28,515.37	£16,338.14	£4,521.40	£10,038.73	£118,998.36
Decant Ward	934	£32,876.80	£38,060.50	£2,187.38	£2,645.63	£12,758.44	£43,589.78	£16,338.14	£4,521.40	£10,038.73	£163,016.80
		£11,369.60	£13,162.25	£0.00	£0.00	£4,412.18	£15,074.41	£0.00	£0.00	£0.00	£44,018.44

Note: \* Assumed the same bed numbers retained

Table 10: Estimated Revenue Costs

There will be no other additional recurrent pay and non-pay costs, with the exception of capital charges attributable to the delivery of the programme. The Health Board's assumption is that capital charges including increased depreciation and any impairment charges on completion will be funded by Welsh Government.

The estimated Annually Managed Expenditure (AME) Impairment charge is £2,701,272 and annual Departmental Expenditure Limit (DEL) depreciation charge is £132,665 for Option 3 (standard air change and) Impairment of £2,711,072 and Depreciation of £133,445 for Option 4 (enhanced air change).

## 8.3 Life Cycle Costs

The indicative life cycle and maintenance cost model is included within the Estates Annexe. As this scheme is for a modular ward, life cycle modelling has been undertaken over a 30 year period and the whole life cycle model is indicative as detailed cost breakdowns for the modular building are not available and have had to be assessed by HDUHB's Cost Advisor.

## 8.4 Funding Arrangements

This project requires funding from the Welsh Government NHS All Wales Capital programme.

# 9.0 Management Arrangements

This section of the BJC demonstrates the approach that HDUHB will take to support the delivery of the project in accordance with best practice. The project management arrangements are aligned with those described in the Estates Infrastructure PBC and the Fire Precaution Upgrade works PBC ensuring that the Health Board are able to make progress against the identified key priority areas but also have sufficient flexibility to respond to changing requirements.

## 9.1 Project Management Arrangements

The project management structure is aligned with the WGH Fire Precautions Phase 1 Programme Approach which has been formally constituted and established in line with best practice (Managing Successful Programmes) and will be managed in accordance with PRINCE 2 methodology.

The programme of works identified within this business case will be managed via the WGH Delivery Team with direct reporting into the Project Board and the Capital Sub-Committee (CSC). A fortnightly Fire Enforcement Control Group has been established to ensure delivery of the agreed action plan.

The Estates Infrastructure Programme Board will provide strategic direction in order to develop the specific capital investment proposals within this Business Justification Case and ensure that these are aligned with the Business Continuity (Major Infrastructure) PBC. Progress will be reported to the Health Board via the Capital Sub-committee as illustrated in Figure 4 below.

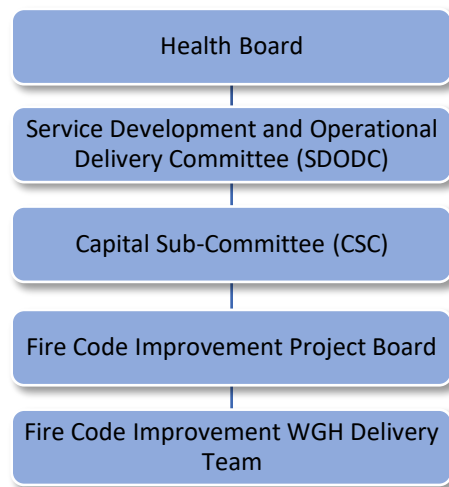


Figure 4: Governance Structure

### 9.1.1 Project Roles and Responsibilities

The Health Board Director of Operations is the formal Senior Responsible Officer (SRO) and will ensure that the project meets its overall objectives and delivers its expected benefits. The Director of Estates, Facilities and Capital Management is the Programme Director who will be responsible for the successful delivery of the project. The Capital Development Manager will be the Estates lead overseeing operational delivery of the project.

Role	Responsibility
Project Board	<p>Responsible for successful delivery of the Programme to meet MWWFRS requirements</p> <ul style="list-style-type: none"> <li>• Monitor programme / project plan for completion at key stages in capital investment process and monitor on a monthly or as required basis;</li> <li>• Provide strategic leadership and direction to the Delivery Team;</li> <li>• Approve project plan for completion of key stages and monitor on behalf of HDUHB;</li> <li>• Provide a challenge mechanism for the project;</li> <li>• Receive project reports and outputs ensuring sufficient detail is provided;</li> <li>• Progress strategic specific issues and monitor the associated work programmes;</li> <li>• Support development of technical briefs and outline design in conjunction with Delivery Team;</li> <li>• Ensure that there are adequate project management arrangements in place;</li> <li>• Brief WG / MWWFRS regularly to ensure good communication and understanding of project;</li> <li>• Monitor capital costs;</li> <li>• Support and guide the development of the technical documentation for the BJC in support of the delivery team and approval of the Health Board.</li> </ul>

Role	Responsibility
Delivery Team	<p>Responsible for delivering the projects</p> <ul style="list-style-type: none"> <li>• Develop programme / project plan for completion at key stages in capital investment process and monitor on a monthly or as required basis;</li> <li>• Implementation of project plan activities on a daily basis;</li> <li>• Develop and monitor project planning, phasing and sequencing programme;</li> <li>• Manage associated work programme;</li> <li>• Provide operational and technical lead for the site;</li> <li>• Communicate with the site operational managers and master planning team;</li> <li>• Ensure suitable project management arrangements are in place;</li> <li>• Implement project systems and controls e.g. risk, change management;</li> <li>• Issue regular progress reports to the Programme Board;</li> <li>• Develop capital costs;</li> <li>• Develop BJCs;</li> <li>• Participate in internal and external audit processes.</li> </ul>

Table 11: Programme Roles and Responsibilities

## 9.1.2 Use of Special Advisors

The following team of specialist advisors has been appointed by the Health Board to support the BJC.

Advisor	Responsibility
Mace Ltd	Project Management
Lee Wakemans Management	Quantity Surveyors / Cost Advisors
IHP	PSCP and Contractor
Strategic Healthcare Planning	Business Case Authors
HLM Architects	Architect
Hydrock Consultants	M&E and Civil and Structural Engineer
Hydrock Consultants	Fire Engineer

Table 12: Specialist Advisors

## 9.2 Project Milestones

A detailed programme commentary is provided within the Estates Annexe (Section 12) confirming that the milestones are based on information provided by the preferred modular contractor (Actacomm Ltd).

The programme assumes a six-week design process with a four-week allowance for Health Board approval which will include appraisals by designated clinical stakeholders and Shared Services representatives.

A 13-week manufacture and factory fit-out process will be undertaken in readiness for a delivery to site in February 2023. The substructure steelwork design and fabrication is anticipated to take 16 weeks with steel arriving on site in January 2023. A 13-week site fit out period is assumed with a planned completion in July 2023 allowing for commissioning and a prudent planning contingency.

The programme is included in Appendix 3 with the key milestones summarised in Table 13 below.

Milestone	Date
Business Justification Case submission to WG	July 2022
WG approval to proceed to construction	August 2022
Appointment of PSCP	August 2022
Appointment of Design Team inc Modular Contractor	August 2022
Design and procurement	August 2022 – January 2023
Commencement of works on site	October 2022
Completion of Works	July 2023

Table 13: Project Milestones

### 9.2.1 Phasing Strategy

The HDUHB have identified Ward 3 to relocate to the decant facility. They will remain in situ for the duration of the works with each of the wards moving into the vacated space whilst upgrade works are undertaken.

## 9.3 Arrangements for Change Management

The Health Board recognises the challenges associated with delivery of these works whilst maintaining an operational site.

The works will be implemented in a systematic way that causes the least disruption to services. The project structure has been established to implement the necessary changes and ensure operational management leadership remains central to this.

To take this process forward working groups will be established during the further development of the BJC involving the key hospital managers and nursing heads, or delegated leads. These groups will be fully consulted with regards to any changes to the works that may impact the provision of health services on the Withybush site. Any fundamental changes to the project scope or timeline will be authorised in advance by the Project Director and established Project Board.

## 9.4 Benefits Realisation

The main benefit from this project will be the provision of additional inpatient accommodation to avoid the need to reduce bed capacity whilst the upgrade works are taking place within the individual wards.

As described in section 4.6, additional benefits will be:

- HDUHB compliance with fire enforcement notices;
- Increased on site capacity to support decant options for routine maintenance works;
- Increased on site capacity to support post-Covid elective catch up (additional theatre lists).

## 9.5 Risk Management

There are a number of objectives from the implementation of a robust risk management process.

- Secure predictability: by analysing the risks, greater insight can be gained into the likelihood of successfully delivering the project within budget, on programme and to the required quality;
- Manage the risk exposure proactively: a clear understanding of the threats and opportunities will ensure that robust mitigation strategies can be put in place and opportunities are realised. This significantly reduces the chance of failure through a constant reassessment of the project's risk profile;



- Define mitigation strategies: provide clear mitigation strategies and action plans which are to be addressed by the appropriate owners;
- Ensure opportunities are both identified and realised;
- Address contingency management: ensure that the contingency of both client and contractor allowances are managed, providing adequate cover for identified risks. If the opportunity arises to release contingency back in to working capital this should be addressed in line with the requirements of the project.

Risk management helps with matters of cost control and with overall project delivery by assessing potential problems and formulating mitigation measures through the implementation of a structural approach so that:

- Potential risks to a project are identified;
- Management action plans are drafted as a response to the risks;
- Contingencies can be allocated to reflect identified risks;
- An audit trail is produced for the decisions taken;
- There is increased team understanding of the project and of the implications of certain courses of action;
- Risk events are responded to more swiftly and effectively.

Risk management will be an ongoing project control measure that encourages all participants to be proactive in identifying areas of concern and potential risk that can, when identified at an early enough stage, be managed to reduce / eradicate the impact on the programme.

A comprehensive programme risk register is in place which has been ratified following a workshop including all of the delivery team members, HDUHB estates and operations team and importantly, the key stakeholders representing the hospital nursing / operational teams.

### 9.5.1 Risk Register

The risk register is a management tool that logs potential risks to the programme, primarily driven by health and safety, cost, programmes delays or any other risks that may be relevant to its successful completion.

The register is a live document and will be updated at regular intervals in Project Team and Board meetings as appropriate. The Project Manager will manage and retain ownership of the risk register throughout the programme. The risk register will be updated by both adding newly identified risks and reallocating risk funds where activities no longer pose risk. The risk register records and logs details of any item or event which is considered by the project team to put the objectives of the programme at risk (Appendix 1).

## 9.5.2 Main Risks

The main risks (risk score 15 and above) are identified in the following table:

Risk	Mitigation Measure
Impact of labour market shortages and impact of inflation on plant and materials.	Ongoing monitoring of indices during BJC stage
Availability of materials due to current worldwide conditions such as microchips in FA panels pumps etc	Early ordering or items taken from Health Board stocks
Asbestos – ground contamination.	Ground investigation survey during BJC and Asbestos Survey. Monitoring.
Equipment – the equipment strategy and implementation fails.	Health Board to confirm equipment availability in line with programme.
Contract choice results in high cost of works, i.e. NEC Option E to encourage contractor tendering	Tight schedule of rates to be prepared / agreed Additional allowances in cost estimate Health Board to provide additional site supervision / time clerk to sign off resource
Hospital activities impact on proposed decant strategy or timeline OR decant strategy changes to original agreement.	Ongoing engagement with the Hospital and management Teams to discuss requirements and expectations.

Table 14: Main Risks

## 9.6 Programme Assurance

### 9.6.1 Risk Potential Assessment

The impact of the programme has been scored against the risk potential assessment (RPA) model (Appendix 4). The project has been assessed as low risk which will continue to be monitored via the Project Board and escalated as required.

### 9.6.2 Equality and Health Impact Assessment

Due to the nature of this BJC, the Health Board has determined that an Equality and Health Impact is not required. Ensuring that buildings are compliant with fire safety regulations will improve the safety for all patients, staff and visitors to the hospital and this scheme will maintain existing inpatient capacity during the period of the works.

### 9.6.3 Integrated Impact Assessment

An Integrated Impact Assessment (IIA) has been completed by the Health Board to determine impact on service and workforce (Appendix 5).

As an infrastructure upgrade project there are no long-term impacts anticipated, however there will be disruption to services during the delivery phase of the works. The aim is to minimise this impact and a communications plan is being developed to keep staff informed throughout the duration of the works.

## 9.7 Post Project Evaluation

The Programme Board will ensure that post project evaluation will be undertaken in accordance with Welsh Government requirements.

The Health Board is committed to ensuring that a thorough and robust post-project evaluation (PPE) is undertaken to ensure that positive lessons can be learnt from the project. The lessons learnt will be of benefit to:

- HDUHB – in using this knowledge for future projects including capital schemes;
- Other key local stakeholders – to inform their approaches to future major projects;
- The NHS more widely – to test whether the policies and procedures which have been used in this procurement are effective.

PPE also sets in place a framework within which the benefits realisation plan can be tested to identify which benefits have been achieved and which have not. NHS guidance on PPE has been published and the key stages which are applicable for this project are:

- Evaluation of the project procurement stage;
- Evaluation of the various processes put in place during implementation;
- Evaluation of the project in use shortly after the works are completed.

### 9.7.1 Stage 1 Evaluation: Project Procurement

The evaluation at this stage will examine:

- The effectiveness of the project management of the scheme;
- The quality of the documentation prepared by HDUHB;
- Communications and involvement during procurement;
- The effectiveness of advisers utilised on the scheme;

- The efficacy of NHS guidance in delivering the scheme;
- Perceptions of advice, guidance and support from:
  - Welsh Government;
  - NWSSP – Estates.

It is planned that this evaluation will be undertaken within six months of works completion.

### **9.7.2 Stage 2 Evaluation: Implementation**

The evaluation at this stage will examine:

- The effectiveness of HDUHB project management of the scheme;
- The effectiveness of the PSCP project management of the scheme;
- Communications and involvement during commissioning;
- The effectiveness of the joint working arrangements established by the project partner and the project team;
- Support during this stage from other stakeholder organisations – Welsh Government, Welsh Health Estates and any others as appropriate;

It is planned that this evaluation will be undertaken six months following works completion.

### **9.7.3 Stage 3 Evaluation: Project in use**

The evaluation at this stage will examine:

- The effectiveness of the project management of the scheme;
- Communications and involvement during commissioning and into operations;
- Support during this stage from other stakeholder organisations – Welsh Government, Welsh Health Estates and any others as appropriate;
- Overall success factors for the project in terms of cost and time, etc.;
- Extent to which it is felt the design meets users' needs.

It is planned that this evaluation will also be undertaken six months following works completion.

## **9.8 Contingency Plans**

Should this project fail to achieve approval the Health Board will either be required to reduce inpatient capacity to enable the fire precaution upgrade works to progress or to stop works within the ward based areas. Both options present a risk to the Health Board as it either impacts on the safe and effective delivery of inpatient care and / or increases the risk of receiving further fire enforcement notices which would impact on delivery of all hospital services.

## 10.0 Conclusion and Recommendations

This business case sets the required actions for Hywel Dda University Health Board to ensure maintenance of effective inpatient services whilst undertaking the works required to comply with fire safety regulations and mitigate the risk of enforced closure of identified buildings.

The business case has described the proposed approach to the works which aims for the modular ward to be available for occupation from July 2023. It is envisaged that Phase 2 works in other areas of the building will commence in advance of this date.

The Health Board must comply within the stipulated timeframe set by the Mid and West Wales Fire and Rescue Service or risk prosecution and ultimately the potential closure of the Worthybush Hospital and / or associated sites.

It is requested that Welsh Government approve this business case based on the proposed cost and approach to delivery of work.


## 11.0 Glossary of Abbreviations

Abbreviation	Definition
AEDET	Achieving Excellence Design Evaluation Toolkit
AHMWW	A Healthier Mid and West Wales
AME	Annually Managed Expenditure
BGH	Bronglais General Hospital
BJC	Business Justification Case
BREEAM	Building Research Establishment Environmental Assessment Method
CSC	Capital Sub-Committee
CSF	Critical Success Factor
DDA	Disability Discrimination Act
DEL	Departmental Expenditure Limit
GGH	Glangwili General Hospital
HBN	Health Building Note
HUHB	Hywel Dda University Health Board
HTM	Health Technical Memoranda
IHP	Integrated Health Projects
IIA	Integrated Impact Assessment
IM&T	Information Management and Technology
IT	Information Technology
MWWFRS	Mid and West Wales Fire and Rescue Service
NHS	National Health Service
NWSSP	NHS Wales Shared Services Partnership
PBC	Programme Business Case
PPE	Post Project Evaluation
PPH	Prince Philip Hospital
PSCP	Principal Supply Chain Partner
RoE	Retention of Employment
RPA	Risk Potential Assessment
SAB	Sustainable Drainage Approval Body
SRO	Senior Responsible Officer
TUPE	Transfer of Undertakings (Protection of Employment)
UHB	University Health Board
VFM	Value for Money
WG	Welsh Government
WGH	Withybush General Hospital
WHBN	Welsh Health Building Note
WHTM	Welsh Health Technical Memoranda

## 12.0 Appendices

1. Risk Register
2. Capital Costs
3. Programme
4. Risk Potential Assessment
5. Integrated Impact Assessment
6. Derogation Schedule
7. Planning Permission

Ask for: Communications

 01656 641150

Date: August 2022

 communications@ombudsman.wales

Maria Battle  
Hywel Dda University Health Board

By Email only: corporate.correspondence.hdd@wales.nhs.uk

## Annual Letter 2021/22

Dear Maria

I am pleased to provide you with the Annual letter (2021/22) for Hywel Dda University Health Board which deals with complaints relating to maladministration and service failure and the actions being taken to improve public services

This is my first annual letter since taking up the role of Public Services Ombudsman in April 2022, and I appreciate that the effects of the pandemic are still being felt by all public bodies in Wales. Our office has not been immune from this, with records numbers of cases being referred to us over the last two years. The strong working relationships between my Office and Health Boards continues to deliver improvements in how we are dealing with complaints and ensuring that, when things go wrong, we are learning from that and building stronger public services.

## Complaints relating to Maladministration & Service Failure

Last year the number of complaints referred to us regarding health boards increased by 30% (compared to 20/21 figures) and are now well above pre-pandemic levels. It is likely that complaints to my office, and public services in general, were suppressed during the pandemic, and we are now starting to see the expected 'rebound' effect.

During this period, we intervened in (upheld, settled or resolved at an early stage) a similar proportion of complaints about public bodies, 18%, when compared with recent years. Intervention rates (where we have investigated complaints) for health boards also remained at a similar level – 30% compared to 33% in recent years.

Page 1 of 8



We will be liaising closely with Health Boards, Welsh Government and the Community Health Councils to monitor likely caseloads over the coming year, including in relation to any cases of Nosocomial transmission of Covid which may reach my office after the Board's local investigations under the national framework have been completed.

## **Supporting improvement of public services**

### **Improvement Work**

The Public Services Ombudsman (Wales) Act 2019 formalised our work with public bodies to improve complaints handling and learning from complaints. This work has now been consolidated within our Improvement Team who are engaging with a wide range of organisations to support better complaints handling in public bodies.

### **Proactive Powers**

In addition to managing record levels of complaints, we also continued our work using our proactive powers in the Public Services Ombudsman (Wales) Act 2019. Specifically undertaking our first Own Initiative Investigation and continuing our work on the Complaints Standards Authority.

October 2021 saw the publication of the first own initiative investigation in Wales: [Homelessness Reviewed](#). The investigation featured three Local Authorities and sought to scrutinise the way Homelessness assessments were conducted. The report made specific recommendations to the investigated authorities, as well as suggestions to all other Local Authorities in Wales and Welsh Government. Some of these recommendations will bring about immediate change – updating factsheets and letter and assessment templates to ensure that key equality and human rights considerations are routinely embedded into processes for example – all the recommendations were designed to bring about tangible change to people using homelessness services in Wales.

The Complaints Standards Authority (CSA) continued its work with public bodies in Wales last year. The model complaints policy has already been adopted by local authorities and health boards in Wales, we have now extended this to an initial tranche of Housing Associations and Natural Resources Wales. The aim being to implement this work across the Welsh public sector.

In addition to this, the CSA published information on complaints handled by local authorities for the [first time](#) – a key achievement for this work. The CSA receives similar data from Health Boards on a quarterly basis in line with Welsh Government reporting responsibilities, and will look to publish this data for the first time later in 2022.

The CSA has now implemented a model complaints policy with nearly 50 public bodies, and delivered 140 training sessions, completely free of charge, during the

last financial year. The feedback has been excellent, and the training has been very popular - so I would encourage Hywel Dda University Health Board to engage as fully as possible.

### **Complaints made to the Ombudsman**

A summary of the complaints of maladministration/service failure received relating to your Health Board is attached.

Finally, can I thank you and your officials for the positive way that health boards have engaged with my Office to enable us to deliver these achievements during what has been a challenging year for everyone. I very much look forward to continuing this work and collaboration to ensure we further improve public services across Wales.

Further to this letter can I ask that your Health Board takes the following actions:

- Present my Annual Letter to the Board and share any feedback from the with my office.
- Continue to engage with our Complaints Standards work, accessing training for your staff, fully implementing the model policy, and providing complaints data.
- Inform me of the outcome of the Board's considerations and proposed actions on the above matters by 30 September.

This correspondence is copied to the Chief Executive of your Health Board and to your Contact Officer. Finally, a copy of all Annual Letters will be published on my website.

Yours sincerely,



**Michelle Morris**  
**Public Services Ombudsman**

Cc. Steve Moore, Chief Executive, Hywel Dda University Health Board  
By Email only: [Kelly.E.Sursona@wales.nhs.uk](mailto:Kelly.E.Sursona@wales.nhs.uk)

## Factsheet

### Appendix A - Complaints made to PSOW

Health Board	Complaints Received	Received per 1000 residents
Aneurin Bevan University Health Board	142	0.24
Betsi Cadwaladr University Health Board	213	0.30
Cardiff and Vale University Health Board	89	0.18
Cwm Taf Morgannwg University Health Board	113	0.25
Hywel Dda University Health Board	88	0.23
Powys Teaching Health Board	10	0.08
Swansea Bay University Health Board	110	0.28
Total	765	0.24

## Appendix B – Complaints made to PSOW by subject

Hywel Dda University Health Board	Complaints Received	% share
Ambulance Services	0	0%
Appointments/admissions/discharge and transfer procedures	0	0%
Clinical treatment in hospital	42	48%
Clinical treatment outside hospital	8	9%
Complaints Handling	12	14%
Confidentiality	0	0%
Continuing care	2	2%
COVID19	4	5%
De-registration	0	0%
Disclosure of personal information / data loss	0	0%
Funding	1	1%
Medical records/standards of record-keeping	0	0%
Medication> Prescription dispensing	0	0%
Mental Health	8	9%
NHS Independent Provider	0	0%
Non-medical services	0	0%
Other	6	7%
Out Of Hours	0	0%
Parking (including enforcement and bailiffs)	0	0%
Patient list issues	2	2%
Poor/No communication or failure to provide information	0	0%
Prisoner Care	0	0%
Referral to Treatment Time	2	2%
Rudeness/inconsiderate behaviour/staff attitude	1	1%
	88	

Page 5 of 8

Public Services Ombudsman For Wales | Ombudsmon Gwasanaethau Cyhoeddus Cymru, 1 Ffordd yr Hen Gae, Pencoed CF35 5LJ

 01656 641150 
  01656 641199 
  [ask@ombudsman-wales.org.uk](mailto:ask@ombudsman-wales.org.uk) | [www.ombudsman-wales.org.uk](http://www.ombudsman-wales.org.uk) | [www.ombudsmon-cymru.org.uk](http://www.ombudsmon-cymru.org.uk)

All calls are recorded for training and reference purposes | Bydd pob galwad yn cael ei recordio ar gyfer dibenion hyfforddi a chyfeirio

Appendix C – Complaints closed by PSOW - Outcomes  
(\* denotes intervention)

Local Health Board/NHS Trust	Out of Jurisdiction	Premature	Other cases closed after initial consideration	Early Resolution/voluntary settlement*	Discontinued	Other Reports- Not Upheld	Other Reports - Upheld*	Public Interest Report*	Total
Hywel Dda University Health Board	13	19	24	14	0	3	8	1	82
% share	16%	23%	29%	17%	0%	4%	10%	1%	

## Appendix D - Cases with PSOW Intervention

	No. of Interventions	No. of Closures	% Of Interventions
Aneurin Bevan University Health Board	42	125	34%
Betsi Cadwaladr University Health Board	61	193	32%
Cardiff and Vale University Health Board	18	81	22%
Cwm Taf Morgannwg University Health Board	30	99	30%
Hywel Dda University Health Board	23	82	28%
Powys Teaching Health Board	3	6	50%
Swansea Bay University Health Board	29	105	28%
<b>Total</b>	<b>206</b>	<b>691</b>	<b>30%</b>

## Information Sheet

Appendix A shows the number of complaints received by PSOW for all Health Boards in 2021/2022. These complaints are contextualised by the number of people each health board reportedly serves.

Appendix B shows the categorisation of each complaint received, and what proportion of received complaints represents for the Health Board.

Appendix C shows outcomes of the complaints which PSOW closed for the Health Board in 2021/2022. This table shows both the volume, and the proportion that each outcome represents for the Health Board.

Appendix D shows Intervention Rates for all Health Boards in 2021/2022. An intervention is categorised by either an upheld complaint (either public interest or non-public interest), an early resolution, or a voluntary settlement.

Gofynn wch  
am:  
 01656 641150

Dyddiad: Awst 2022

 cyfathrebu@ombwdsmon.cymru

Maria Battle  
Bwrdd Iechyd Prifysgol Hywel Dda

Trwy Ebost yn unig: corporate.correspondence.hdd@wales.nhs.uk

## Llythyrau Blynyddol 2021/22

Annwyl Maria

Mae'n falch gennyf gyflwyno'r Llythyr Blynyddol (2021/22) i chi ar gyfer Bwrdd Iechyd Prifysgol Hywel Dda sy'n ymdrin â chwynion yn ymwneud â chamweinyddu a methiant gwasanaeth a'r camau sy'n cael eu cymryd i wella gwasanaethau cyhoeddus.

Dyma fy llythyr blynyddol cyntaf ers ymgymryd â rôl yr Ombwdsmon Gwasanaethau Cyhoeddus ym mis Ebrill 2022, ac rwy'n gwerthfawrogi bod pob corff cyhoeddus yng Nghymru yn dal i deimlo effeithiau'r pandemig. Ni fu ein swyddfa yn rhydd rhag hyn, gyda mwy o achosion nag erioed yn cael eu cyfeirio atom dros y ddwy flynedd ddiwethaf. Mae'r berthynas waith gref rhwng fy Swyddfa a Byrddau Iechyd yn parhau i ddarparu gwelliannau yn y ffordd rydym yn ymdrin â chwynion ac yn sicrhau, pan aiff pethau o chwith, ein bod yn dysgu o hynny ac yn adeiladu gwasanaethau cyhoeddus cryfach.

## Cwynion yn ymwneud â Chamweinyddu a Methiant Gwasanaeth

Y llynedd, cynyddodd nifer y cwynion a gyfeiriwyd atom yn ymwneud â byrddau iechyd o 30% (o gymharu â ffigyrau 20/21) ac rydym bellach yn derbyn llawer mwy o gwynion o gymharu â chyn y pandemig. Mae'n debygol y cafodd cwynion i'm swyddfa, a gwasanaethau cyhoeddus yn gyffredinol, eu celu yn ystod y pandemig, ac rydym bellach yn dechrau gweld yr effaith 'adlam' ddisgwyliedig.

Yn ystod y cyfnod hwn, gwnaethom ymyrryd (cadarnhau, setlo neu ddatrys yn y cam cynnar) cyfran debyg o gwynion am gyrff cyhoeddus, sef 18%, o gymharu â blynyddoedd diweddar. Arhosodd cyfraddau ymyrryd (lle rydym wedi ymchwilio i gwynion) ar gyfer byrddau iechyd ar lefel debyg hefyd – 30% o gymharu â 33% yn y blynyddoedd diwethaf.

Tudalen 1 o 8



Byddwn yn gweithio yn agos â Byrddau Iechyd, Llywodraeth Cymru a'r Cynghorau Iechyd Cymuned i fonitro llwythi achosion tebygol dros y flwyddyn i ddod, gan gynnwys mewn perthynas ag unrhyw achosion o drosglwyddiad nosocomiaidd Covid a allai gyrraedd fy swyddfa ar ôl i ymchwiliadau lleol y Bwrdd o dan y fframwaith cenedlaethol gael eu cwblhau.

## **Cefnogi gwella gwasanaethau cyhoeddus.**

### **Gwaith Gwella**

Mae Deddf Ombwdsmon Gwasanaethau Cyhoeddus (Cymru) 2019 yn ffurfioli ein gwaith gyda chyrff cyhoeddus i wella ymdrin â chwynion a dysgu o gwynion. Mae'r gwaith hwn bellach wedi'i gydgrynhoi o fewn ein Tîm Gwella sy'n ymgysylltu ag ystod eang o sefydliadau i gefnogi ymdrin â chwynion yn well mewn cyrff cyhoeddus.

### **Pwerau Rhagweithiol**

Yn ogystal â rheoli'r lefelau uchaf erioed o gwynion, gwnaethom hefyd barhau â'n gwaith gan ddefnyddio ein pwerau rhagweithiol yn Neddf Ombwdsmon Gwasanaethau Cyhoeddus (Cymru) 2019. Yn benodol, cynnal ein Hymchwiliad ar ein Liwt ein Hunain cyntaf a pharhau â'n gwaith ar yr Awdurdod Safonau Cwynion.

Ym mis Hydref 2021, gwelsom gyhoeddiad yr ymchwiliad ar ei liwt ei hun cyntaf yng Nghymru: [Adolygiad Digartrefedd](#). Roedd yr ymchwiliad yn cynnwys tri Byrddau Iechyd ac yn ceisio craffu ar y ffordd y cafodd asesiadau Digartrefedd eu cynnal. Gwnaeth yr adroddiad argymhellion penodol i'r awdurdodau yr ymchwiliwyd iddynt, ynghyd ag awgrymiadau i bob Byrddau Iechyd arall yng Nghymru a Llywodraeth Cymru. Bydd rhai o'r argymhellion hyn yn cyflwyno newidiadau yn syth - er enghraifft, diweddarau taflenni ffeithiau a thempledi llythyr ac asesiad i sicrhau bod ystyriaethau cydraddoldeb a hawliau dynol allweddol yn cael eu gwreiddio'n rheolaidd i brosesau - cynlluniwyd pob argymhelliad i sicrhau newid gwirioneddol i bobl sy'n defnyddio gwasanaethau digartrefedd yng Nghymru.

Parhaodd yr Awdurdod Safonau Cwynion ei waith â chyrff cyhoeddus yng Nghymru'r llynedd. Mae'r polisi cwynion enghreifftiol eisoes wedi'i fabwysiadu gan awdurdodau lleol a byrddau iechyd yng Nghymru ac rydym bellach wedi ymestyn hyn i gyfran gyntaf o Gymdeithasau tai a Chyfoeth Naturiol Cymru. Y nod yw gweithredu'r gwaith hwn ledled sector cyhoeddus Cymru.

Yn ogystal â hyn, [am y tro cyntaf](#), cyhoeddodd yr Awdurdod Safonau Cwynion wybodaeth am gwynion y mae awdurdodau lleol wedi ymdrin â nhw – cyflawniad allweddol ar gyfer y gwaith hwn. Mae'r Awdurdod Safonau Cwynion yn derbyn data tebyg gan Fyrddau Iechyd ar sail chwarterol yn unol â chyfrifoldebau adrodd Llywodraeth Cymru, a bydd yn bwriadu cyhoeddi'r data hwn am y tro cyntaf yn ddiweddarach yn 2022.

Mae'r Awdurdod Safonau Cwynion bellach wedi gweithredu polisi cwynion enghreifftiol gyda bron i 50 o gyrff cyhoeddus, ac wedi darparu 140 o sesiynau hyfforddi, yn rhad ac am ddim, yn ystod y flwyddyn ariannol ddiwethaf. Bu'r adborth yn ardderchog, ac mae'r hyfforddiant wedi bod yn boblogaidd iawn – felly byddwn yn annog Bwrdd Iechyd Prifysgol Hywel Dda i ymgysylltu cymaint â phosibl.

## **Cwynion a wnaed i'r Ombwdsmon**

Gweler ynghlwm grynodedeb o'r cwynion o gamweinyddu/methiant gwasanaeth a dderbyniwyd mewn cysylltiad â'ch Bwrdd Iechyd.

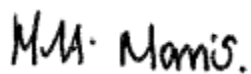
Yn olaf, hoffwn ddiolch i chi a'ch swyddogion am y ffordd gadarnhaol y mae byrddau iechyd wedi ymgysylltu â'm Swyddfa i'n galluogi i gyflawni'r cyflawniadau hyn yn ystod yr hyn sydd wedi bod yn flwyddyn heriol i bawb. Edrychaf ymlaen yn fawr at barhau â'r gwaith a'r cydweithio hwn i sicrhau ein bod yn gwella gwasanaethau cyhoeddus ymhellach ledled Cymru.

Ymhellach i'r llythyr hwn, a gaf ofyn i'ch Bwrdd Iechyd gymryd y camau canlynol:

- Cyflwyno fy llythyr blynyddol i'r Bwrdd a rhannu unrhyw adborth ganddynt gyda fy swyddfa.
- Parhau i ymgysylltu â'n gwaith Safonau Cwynion, rhoi hyfforddiant i'ch staff, gweithredu'r polisi enghreifftiol yn llawn a darparu data cwynion.
- Rhoi gwybod imi am ganlyniad ystyriaethau a chmau gweithredu arfaethedig y Bwrdd yng nghyswllt y materion uchod erbyn 30 Medi.

Mae'r ohebiaeth hon yn cael ei chopïo i Brif Weithredwr eich Bwrdd Iechyd a'ch Swyddog Cyswllt. Yn olaf, bydd copi o'r holl Lythyrau Blynyddol yn cael eu cyhoeddi ar fy ngwefan.

Yn gywir,



**Michelle Morris**

Ombwdsmon Gwasanaethau Cyhoeddus

cc.Steve Moore, Prif Weithredwr, Bwrdd Iechyd Prifysgol Hywel Dda  
Trwy Ebst yn unig: Kelly.E.Sursona@wales.nhs.uk

## Taflen Ffeithiau

Atodiad A - Cwynion a wnaed i OGCC

Bwrdd lechyd	Cwynion a Gafwyd	Derbyniwyd fesul 1000 o drigolion
Bwrdd lechyd Prifysgol Aneurin Bevan	142	0.24
Bwrdd lechyd Prifysgol Betsi Cadwaladr	213	0.30
Bwrdd lechyd Prifysgol Caerdydd a'r Fro	89	0.18
Bwrdd lechyd Prifysgol Cwm Taf Morgannwg	113	0.25
Bwrdd lechyd Prifysgol Hywel Dda	88	0.23
Bwrdd lechyd Addysgu Powys	10	0.08
Bwrdd lechyd Prifysgol Bae Abertawe	110	0.28
Cyfanswm	765	0.24

Tudalen 4 o 8

Public Services Ombudsman For Wales | Ombwdsmon Gwasanaethau Cyhoeddus Cymru, 1 Ffordd yr Hen Gae, Pencoed CF35 5LJ

 01656 641150
  01656 641199
  [www.ombudsman-wales.org.uk](http://www.ombudsman-wales.org.uk) | [www.ombwdsmon-cymru.org.uk](http://www.ombwdsmon-cymru.org.uk)  
[ask@ombudsman-wales.org.uk](mailto:ask@ombudsman-wales.org.uk) | [holwch@ombwdsmon-cymru.org.uk](mailto:holwch@ombwdsmon-cymru.org.uk)

All calls are recorded for training and reference purposes | Bydd pob galwad yn cael ei recordio ar gyfer dibenion hyfforddi a chyfeirio

## Atodiad B – Cwynion a wnaed i OGCC fesul pwnc

Bwrdd Iechyd Prifysgol Hywel Dda	Cywnion a Gafwyd	% rhannu
Gwasanaethau Ambiwylans	0	0%
Apwyntiadau/derbyniadau/rhyddhau a gweithdrefnau trosglwyddo	0	0%
Triniaeth glinigol yn yr ysbyty	42	48%
Triniaeth glinigol y tu allan i ysbyty	8	9%
Ymdrin â Chwynion	12	14%
Cyfrinachedd	0	0%
Gofal Parhaus	2	2%
COVID19	4	5%
Dadgofrestru	0	0%
Datgelu gwybodaeth bersonol / colli data	0	0%
Cyllid	1	1%
Cofnodion meddygol/safonau cadw cofnodion	0	0%
Meddyginiaeth> Dosbarthu presgripsiynau	0	0%
Iechyd Meddwl	8	9%
Darparwr Annibynnol y GIG	0	0%
Gwasanaethau anfeddygol	0	0%
Arall	6	7%
Tu Allan I Oriau	0	0%
Parcio (gan gynnwys gorfodi a beiliaid)	0	0%
Materion rhestr cleifion	2	2%
Cyfathrebu gwael/dim cyfathrebu neu fethiant i ddarparu gwybodaeth	0	0%
Gofalu am garcharorion	0	0%
Amser rhos rhwng atgyfeirio a thriniaeth	2	2%
Anghwrteisi/ymddygiad anystyriol/agwedd staff	1	1%
	88	

Tudalen 5 o 8

Public Services Ombudsman For Wales | Ombudsmon Gwasanaethau Cyhoeddus Cymru, 1 Ffordd yr Hen Gae, Pencoed CF35 5LJ

 01656 641150 
  01656 641199 
  ask@ombudsman-wales.org.uk | holwch@ombudsmon-cymru.org.uk

All calls are recorded for training and reference purposes | Bydd pob galwad yn cael ei recordio ar gyfer dibenion hyfforddi a chyfeirio

Atodiad C - Cwynion a gaewyd gan OGCC - Canlyniadau  
(\* yn dynodi ymyrraeth)

	Tu hwnt i Awdurdodaeth	Cynamserol	Achosion eraill wedi'u cau ar ôl ystyriaeth gychwynnol	Datrys yn Gynnar/Setliad Gwirfoddol	Wedi rhoi'r gorau iddi	Adroddiadau Eraill – Ni Chadarnhawyd	Adroddiadau eraill a gadarnhawyd*	Adroddiadau er Budd y Cyhoedd*	Cyfanswm
Bwrdd Iechyd Prifysgol Hywel Dda	13	19	24	14	0	3	8	1	82
	16%	23%	29%	17%	0%	4%	10%	1%	

## Atodiad D - Achosion lle ymyrrodd OGCC

	Nifer yr ymyriadau	nifer y cwynion a gaewyd	% o ymyriadau
Bwrdd Iechyd Prifysgol Aneurin Bevan	42	125	34%
Bwrdd Iechyd Prifysgol Betsi Cadwaladr	61	193	32%
Bwrdd Iechyd Prifysgol Caerdydd a'r Fro	18	81	22%
Bwrdd Iechyd Prifysgol Cwm Taf Morgannwg	30	99	30%
Bwrdd Iechyd Prifysgol Hywel Dda	23	82	28%
Bwrdd Iechyd Addysgu Powys	3	6	50%
Bwrdd Iechyd Prifysgol Bae Abertawe	29	105	28%
<b>Cyfanswm</b>	<b>206</b>	<b>691</b>	<b>30%</b>

## Taflen Wybodaeth

Mae Atodiad A yn dangos nifer y cwynion a dderbyniwyd gan OGCC ar gyfer pob Byrddau Iechyd yn 2021/2022. Caiff y cwynion hyn eu rhoi mewn cyd-destun yn seiliedig ar nifer y bobl y mae pob bwrdd iechyd yn eu gwasanaethu yn ôl pob sôn.

Mae Atodiad B yn dangos categori pob cwyn a dderbyniwyd, a pha gyfran o'r cwynion a dderbyniwyd sy'n cynrychioli ar gyfer yr Byrddau Iechyd.

Mae Atodiad C yn dangos canlyniadau'r cwynion a gaeodd OGCC mewn cysylltiad â'r Byrddau Iechyd yn 2021/2022. Mae'r tabl hwn yn dangos y niferoedd, a'r gyfran y mae pob canlyniad yn ei chynrychioli ar gyfer yr Byrddau Iechyd.

Mae Atodiad D yn dangos Cyfraddau Ymyrru ar gyfer pob Byrddau Iechyd yn 2021/2022. Mae ymyrraeth yn cael ei gategoreiddio naill ai gan gŵyn a gadarnhawyd (naill ai cadarnhawyd er budd y cyhoedd neu gadarnhawyd nid er budd y cyhoedd), penderfyniad cynnar, neu setliad gwirfoddol.

**Iechyd Cyhoeddus Cymru**

Rhif 2 Capital Quarter, Stryd Tyndall,  
Caerdydd CF10 4BZ

**Public Health Wales**

Number 2 Capital Quarter, Tyndall Street,  
Cardiff CF10 4BZ

Tracey Cooper

☎ Llinell Uniongyrchol/ Direct Line: 02920 104300

Ebost/ Email: [tracey.cooper3@wales.nhs.uk](mailto:tracey.cooper3@wales.nhs.uk)

Steve Moore, Chief Executive  
Hywel Dda University Health Board

Ref:TC.LS.300822.HD

25 August 2022

Dear Steve,

**Transfer of Local Public Health Teams From  
Public Health Wales to Health Boards**

Following my letter of the 9 June 2022, I am now writing to you to seek your confirmation of the final elements requiring your agreement for the transfer of employment of our Public Health Wales staff who work in the seven Local Public Health Teams (LPHT) to their respective Health Board, to take place. The transfer remains expected to be completed on the 30 September 2022.

I would like to take this opportunity to again thank you and your teams for the tremendous amount of work and ongoing collaboration that has gone into the LPHT transfer project – particularly your Director of Public Health who has been excellent as a member of the Project Board.

As you are aware, the Local Public Health Teams transfer project is part of a proposal, supported by the Minister for Health and Social Services, to respond to the system-wide challenges we face around the long-term impact on population health and to subsequently support Health Boards, and the wider system, to tackle these. This is a strong and positive example of demonstrating our collective commitment to whole-system working between nine organisations, including the Welsh Government, in a fair and proportionate way. Now, more than ever, there is a shared aim to develop a strong, more integrated specialist public health system to protect and transform the health and well-being of the people of Wales.



We are now on the home stretch for the transfer and the final items now requiring your agreement are as follows:

## **1. Signing the Memorandum of Understanding (MoU) Part 1**

As you know, the MoU Part 1 document has been developed to ensure that local teams transferring to Health Boards remain professionally connected to, and supported by, Public Health Wales as appropriate, following the point of transfer. The focus of MoU Part 1 is on continuing workforce development and exchange of knowledge across the specialist public health system. The document is underpinned by a mutual commitment to ensure business continuity and further strengthen the system, and will be overseen by the Public Health Director's Leadership Group (PHDLG) on an ongoing basis. The document is not a legally binding agreement. The document is also wholly separate to the TUPE process for protecting individual staff terms and conditions, although it does include a general commitment upon all parties to act in accordance with TUPE both during and after the transfer.

With thanks to your teams, working in collaboration with your Executive Directors of Public Health, staff representatives and affected staff themselves, the MoU Part 1 was formally approved by the Project Board on the 23 August 2022. The next step is for Public Health Wales, and each Health Board, to formally sign this document through your own respective governance arrangements. As Public Health Wales will do, please complete this request **by the 19 September 2022**, in advance of the agreed transfer date of the 30 September 2022.

The document will also need to be approved by the NHS Wales Leadership Board in September and arrangements for this are being confirmed with Welsh Government officials.

The MOU Part 1 document is available as an attachment to this letter to complete the above action (Appendix 1).

## **2. Financial Transfer Agreements**

Over the course of the last few weeks, a significant amount of work has been undertaken by our respective teams pertaining to the financial aspect of the transfer. I would like to again, thank your teams for their ongoing contribution in ensuring that there is a fair and transparent transfer.

The financial transfer is broken down in relation to a number of elements. These are described below, together with corresponding funding tables for your Health Board in Appendix 2.

### **2.1 Core funding**

Further to Andrew Jones's (our Senior Responsible Officer for the transfer) letter to each Health Board on the 7 July 2022, and Project Board agreement, core staff budgets have been set using a set of principles and are based on the staffing establishment (staff in post and vacancies) as of the 30 June 2022. This detail was provided to each Health Board on the 21 July 2022. Following local discussion, the final proposed core budget for your Local Public Health Team is shown in Appendix 2.

We are awaiting official confirmation and details from the Welsh Government in relation to the latest pay inflation. A final revised core funding allocation will therefore be confirmed to reflect this and any other amendments arising, such as payments for participation in the health protection on-call rota.

## **2.2 Grant funding**

We currently manage a number of grant programmes on behalf of the Welsh Government. These fall into two groups a) Programme Grant Funding, for example, the Welsh Network of Healthy School Schemes and b) Development Grant funding. There is no change to the current management of these grants and the respective grant budgets for your LPHT are set out in the tables in Appendix 2

### **Programme Grants**

Grant funding and agreements for the year have already been issued and accepted. There are ongoing strategic discussions about these longstanding grant programmes (for example, Healthy Schools) and the level of funding arising from the current funding model. This already forms part of a national review of these programmes (also involving our partners in Local Authorities) to consider the optimum model going forward. It will be essential, reinforced by this process, for us and each of the seven Health Boards, to continue to work in collaboration with the Welsh Government to review this as part of the next steps.

### **Development Grants**

We are in receipt of grant funding from the Welsh Government, particularly through the Healthy Weight Healthy Wales funding stream. This funding is confirmed until March 2025. Future management of these grants will be discussed as part of any continuation funding discussions with the Welsh Government.

Grant funding payment will continue to flow through Public Health Wales and grant management will continue in line with established practices for both categories of grant. As such, at the end of Quarter 2 claim period (mid-November), we will confirm the remaining level of grant for the year. Health

Boards will then submit claims for the remaining two quarters in line with the grant agreements.

### **2.3 Apprenticeship Levy**

We will see a reduction in the Apprenticeship Levy costs which we have acknowledged will be passed across to Health Boards as part of this transfer. The financial transfer amount is shown in Appendix 2.

## **3. Confirmation of the Transfer of Employment**

This transfer of employment of Public Health Wales staff in Local Public Health Teams to the seven Health Boards is due to take place under the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014, which protects the employments rights of staff.

The staff formal consultation process, comprising individual one-to-one meetings as well as group sessions with each Health Board, ran from the 24 May 2022 through to the 31 July 2022 and has therefore now concluded. This was then followed by a meeting with Trade Union Leads on the 17 August 2022 and subsequently, two Consultation closure meetings with affected staff on the 24 and 25 August.

Finally, I hope this letter is helpful in updating you on the progress of the transfer and I would appreciate if you can please confirm that you are now:

1. Content to sign the Memorandum of Understanding.
2. Content with the financial aspects of the transfer.
3. In agreement that the transfer of employment will take place on the 30 September 2022 and are therefore accepting the Local Public Health Team staff into your organisations, as their new employer from 1 October 2022.

I would appreciate your confirmation of these points **by the 19 September** so that we can continue to collectively prepare for and meet the transfer date of the 30 September and move to a more effective, integrated specialist public health system for Wales.

Please do not hesitate to contact me if you have any questions and many thanks again to you, your Director of Public Health and your wider colleagues for all of their contributions to this process to date.

With best wishes,



**Tracey Cooper**  
**Chief Executive**

Copy:

Jo McCarthy, Deputy Director of Public Health;

Huw George, Deputy Chief Executive and Executive Director of Operations and Finance;

Neil Lewis, Director of People and Organisational Development, PHW;

Andrew Jones, Deputy National Director for Health Protection and Screening Services, Project Senior Responsible Officer, PHW

Rydym yn croesawu gohebiaeth yn Gymraeg. Byddwn yn ateb yn Gymraeg heb oedi.

We welcome correspondence in Welsh. We will respond in Welsh without delay.

---

---

**MEMORANDUM OF UNDERSTANDING (PART 1)**

**Transfer of Local Public Health Teams from Public Health  
Wales to Local Health Boards**

---

---

**Between**

**(1) Public Health Wales**

**And**

**(2) Local Health Boards**

THIS MEMORANDUM OF UNDERSTANDING is made on the                      day of                      2022

## PARTIES

- (1) **Public Health Wales National Health Service Trust** whose offices are at 5th Floor, 2 Capital Quarter, Tyndall Street, Cardiff CF10 4BZ (“PHW”)

And

- (2)    (“Health Board”)

Each a “Party” and together “the Parties”

## BACKGROUND

The purpose of the project is to transfer Local Public Health Team (LPHT) staff employed by PHW to the seven Health Boards. The project is defined more specifically in Appendix A (“PROJECT”).

## IT IS AGREED

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause apply in this MOU.
- “**Appendix**” shall mean the Appendix attached to this MOU.
- “**MOU**” means the terms and conditions of this MOU including any Appendix attached hereto.
- “**Commencement Date**” means 30<sup>th</sup> September 2022.
- “**Duration**” shall mean the Commencement Date until 30<sup>th</sup> September 2023 or such other timescale as may be agreed by the Parties.
- 1.2 Clause headings shall not affect the interpretation of this MOU.
- 1.3 References to Clauses are to the clauses of this MOU.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 “**Public Health Leadership Group**” shall mean the co-ordination group between Public Health Wales and Executive Directors of Public Health, which meets on a monthly basis.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to any **Party** shall include that Party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes fax and email.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **STATUS AND PRINCIPLES OF THIS MOU**

2.2 This MOU constitutes a NHS Contract under section 7 of the National Health Service (Wales) Act 2006 and as such shall abide by all sections and subsections of said Act.

2.3 Under s7 (5) this MoU must not to be regarded for any purpose as giving rise to contractual rights or liabilities. It is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties to this MOU. The Parties enter into this MOU intending to honour all their obligations as set out in this MOU.

2.4 The Parties agree to adopt the following principles when carrying out the Project:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) adopt a positive outlook. Behave in a positive, proactive manner;
- (e) adhere to all applicable laws.

2.5 Each Party warrants and represents to the other that, at the Commencement Date, it has the necessary power, authority and respective organisation's approval to enter into this MOU and the signatories are authorised to execute this MOU on that Party's behalf.

2.6 Should any dispute arise it shall be dealt with under s7 (6) NHS Wales and referral shall be made to Welsh Ministers for determination.

## 3. **ROLES AND RESPONSIBILITIES OF THE PARTIES**

3.1 The roles and responsibilities of the Parties are set out in Appendix A.

## 4. **PROJECT GOVERNANCE**

4.1 The Project Group is responsible for overseeing the delivery of the Project. The Project Group will comprise of such officers and members as the Parties shall agree and shall meet at a frequency to be determined by the Parties. Project Group Members to include:

### **PHW:**

Director of Health and Well-Being

### **The Health Board:**

Executive Director of Public Health

## 5. INDEMNITIES

5.1 Nothing in this MOU shall limit or exclude a Party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any other act, omission, or liability which may not be limited or excluded by law.

## 6. CONFIDENTIALITY

6.1 The Parties shall keep confidential all matters relating to the MOU and shall use all reasonable endeavours to prevent their employees from making any disclosure to any person of any matter relating to the MOU.

6.2 Clause 6.1 shall not apply to:

- 6.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under the MOU;
- 6.2.2 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 6;
- 6.2.3 any disclosure which is required by law (including any order of a Court of competent jurisdiction);
- 6.2.4 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or

6.3 Where disclosure is permitted the recipient of the information shall be made aware of the confidential nature of the information and shall be subject to appropriate obligations of confidentiality.

## 7. DATA PROTECTION AND FREEDOM OF INFORMATION

**For the purposes of this Clause 7 the following definitions apply:**

**Data Protection Legislation ("DPL"):** (i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

**Data Loss Event :** any event that results, or may result in, unauthorised access to Personal Data held by a Party under this MOU, and/or actual or potential loss and/or destruction of Personal Data in breach of this MOU, including any Personal Data Breach (as defined in the UK GDPR).

**Data Subject:** takes the meaning given in the UK GDPR

**DPA 2018:** Data Protection Act 2018

**EIR:** Environmental Information Regulations 2004

**FOIA:** Freedom of Information Act 2000

**UK GDPR:** the General Data Protection Regulation in the UK

**Personal Data:** takes the meaning given in the UK GDPR

**Data Protection**

7.1 Both Parties shall comply with the notification requirements under the Data Protection Legislation (DPL).

7.2 Both Parties shall duly observe their obligations under the DPL which arise in connection with this MOU and each Party will ensure that Personal Data is processed



only in accordance with its own policies on data protection, information security and retention of Personal Data to comply with its obligations under the DPL.

- 7.3 Neither Party shall perform its obligations under this MOU in such a way as to cause the other Party to breach any of its applicable obligations under the DPL. Each Party shall notify the other without undue delay in the event of a Data Loss Event.
- 7.4 The Parties shall collaborate to ensure compliance with their statutory obligations under the DPL, in particular, by providing five working days' notice to the other if it Party receives a request from a Data Subject to have access to that person's Personal Data; or a complaint or request relating to the other Party's obligations under the DPL;
- 7.5 Each Party will provide full co-operation and assistance in relation to any complaint or request made, including by providing the other Party with full details of the complaint or request; providing any Personal Data it holds in relation to a Data Subject (within the timescales required); and providing any information requested.

#### **Freedom of Information**

- 7.6 The Parties acknowledges that both are subject to the requirements of the FOIA and EIR, and should the request relate to the Project, shall assist and co-operate with the other Party to enable that Party to comply with the disclosure requirements under the FOIA and/or EIR.

### **8. TERM AND TERMINATION**

- 8.1 Notwithstanding the date of this MOU, the MOU shall take effect on the Commencement Date and shall continue for the Duration or until both Parties mutually agree that the obligations set out in Appendix A have been completed unless this MOU is terminated in accordance with Clause 8.4 or Clause 8.5
- 8.2 Notwithstanding any termination, the provisions of Clauses 5 (Indemnities), 6 (Confidentiality), 7 (Data Protection / FOI), 10 (Governing Law) and 20 (Dispute Resolution) shall remain in force.
- 8.3 Termination of this MOU shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.
- 8.4 If a Party
  - 8.4.1 commits a material breach of this MOU which cannot be remedied; or
  - 8.4.2 commits a material breach of this MOU which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other Party, the other Party may terminate this MOU (or any part thereof) with immediate effect.
- 8.5 The Parties may terminate this MOU at any time should both Parties wish to do so. For this to be binding the Parties must confirm to each other in writing that they do not wish to complete their obligations under the MOU.

### **9. OVERSIGHT, REVIEW AND VARIATION**

- 9.1 Monitoring of adherence to the MOU will be undertaken by the Public Health Leadership Group.
- 9.2 Ongoing review will be undertaken by the Public Health Leadership Group.
- 9.3 This MOU may only be varied by collective agreement of the Public Health Leadership Group

### **10. GOVERNING LAW AND JURISDICTION**

- 10.1 This MOU shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 11. **FAIR DEALINGS**

- 11.1 The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this MOU and they declare it to be their intention that this MOU shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this MOU. Unfairness to either of them does or may result then the other shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

## 12. **COUNTERPARTS**

- 12.1 This MOU may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

## 13. **FORCE MAJEURE**

- 13.1 In this MOU "Force Majeure" shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, epidemic or pandemic, fire, flood or storm.
- 13.2 If either Party is prevented or delayed in the performance of any or all of its obligations under this MOU by Force Majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events.
- 13.3 The Party affected by Force Majeure shall use all reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the MOU may be performed, despite the continuance of the Force Majeure event.

## 14. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 14.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

## 15. **SEVERABILITY**

- 15.1 If at any time any part of this MOU (including any one or more of the Clauses of this MOU or any sub-Clause or paragraph or any part of one or more of these Clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this MOU and the validity and/or enforceability of the remaining provisions of this MOU shall not in any way be affected or impaired as a result of that omission.

## 16. **WAIVER**

- 16.1 The rights and remedies of any Party in respect of this MOU shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies. The waiver by any Party of any breach of this MOU shall not prevent the subsequent enforcement of any

subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

## 17. **NOTICES**

- 17.1 All notices under this MOU shall only be validly given, if given in writing, addressed to the specified representative of each Party set out below:

For PHW

Name:

Job Title:

Email address:

For the Health Board

Name:

Job Title:

Email address:

- 17.2 Any notices required to be given under this MOU must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or email at the address set out under 17.1 or at such other address as each Party may give to the other for the purpose of service of notices under this MOU. Where a notice is sent by email it shall also be sent by post.
- 17.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the Party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following delivery if sent by email.
- 17.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice sent by email, it shall be sufficient to show that it was addressed to the correct email address without any error message on the delivery receipt.

## 18. **EXCLUSION OF PARTNERSHIP AND AGENCY**

- 18.1 The Parties expressly agree that nothing in this MOU in any way creates a legal partnership between them.
- 18.2 No Party or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Party, except where expressly permitted by this MOU.

## 19. **ASSIGNMENT AND SUB CONTRACTING**

- 19.1 Neither Party shall assign or transfer the whole or any part of this MOU, without the prior written consent of the other Party except where expressly permitted by the MOU.

## 20. **DISPUTE RESOLUTION**

- 20.1 If either Party has any issues, concerns or complaints about the Project, or any matter in relating to this MOU, that Party shall notify the other Party and the Parties shall attempt in good faith to resolve any such issue, concern or complaint. Where possible, dispute resolution shall be managed by the specified representatives referred to under Clause 17 (Notices) of each Party.
- 20.2 If the issue cannot be resolved within a period of 30 days under Clause 20.1, the matter shall be escalated in writing by either Party to the respective Chief Executives (or equivalent) of the Parties to resolve the dispute between them.
- 20.3 If the matter cannot be resolved between the respective Chief Executives (or equivalent) of the Parties then the dispute shall be referred to Welsh Ministers for determination in accordance with Clause 2.6.

## 21 **AUTHORISATION**

- 21.1 The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to ensure that the Party that they are acting on behalf of will discharge their obligations under this MOU.

**IN WITNESS** OF WHICH THIS MOU IS SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:-

SIGNED FOR AND ON BEHALF OF **PUBLIC HEALTH WALES NATIONAL HEALTH SERVICE TRUST**

Name

Position

Dated

SIGNED FOR AND ON BEHALF OF [xxxxx] Health Board

Name

Position

Dated



## Appendix A

### ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

#### **Contents**

Introduction .....	10
Purpose of this scoping document.....	10
Relationship with TUPE Consultation .....	10
Understanding staff needs .....	11
Scope and contents of MoU – Part 1 .....	12
Public health workforce development and co-ordination .....	15
Specialty Training Programme for Public Health Consultants.....	15
Public Health Practitioner Registration Scheme.....	18
Professional appraisal .....	20
Continuing professional development of public health staff .....	22
Health protection on-call rota .....	23
Recruitment.....	25
Public health information and intelligence.....	27
Population-level information and intelligence .....	27
Environmental Public Health.....	30
Access to systems holding individual and case level public health data.....	31
Access to e-mail, drives, folders, shared areas.....	33
Access to PHW intranet .....	33
Potential Areas of focus for the MoU Part 2.....	35

## Introduction

This document is a deliverable under the Future Systems Working Workstream (FSW) of the Local Public Health Team (LPHT) Transfer Project.

A single Memorandum of Understanding (MoU) between Public Health Wales and Health Boards<sup>1</sup> is being developed to support the transfer of Local Public Health Teams (LPHTs) to Local Health Boards in September 2022.

The purpose of an MoU is for multiple organisations to commit jointly to achieving shared goals and outcomes. MoUs are neither legally binding documents, nor service level agreements. An effective process will be required to monitor adherence and continually improve the documents.

This MoU is being developed in two parts:

- MoU Part 1 which is focused on maintaining business continuity during the transfer. Given that LPHT staff will be transferring from PHW to Health Boards it is inevitable that there will be some changes to ways of working. However, it is also imperative that public health specialists stay connected across the system in areas such as professional development and sharing of information and intelligence, which the MoU Part 1 will seek to address. The TUPE process provides for full transfer of individual staff terms and conditions. The MoU Part 1 will cover the professional and knowledge-based links that will be required to maintain business continuity for local teams.
- MoU Part 2 which will be a future document focused on improving and strengthening the public health system across Wales, and is likely to involve additional stakeholders such as Welsh Government and local authorities. Work to put a collaborative process in place for developing this document will commence in mid-2022. This will be a much lengthier process compared to the MoU Part 1, and will therefore continue to run after the transfer has taken place.

## Purpose of this Appendix

This is an Appendix to MoU Part 1. Working with subject specialists and staff across PHW (including the LPHTs), the document identifies areas where there are risks to business continuity arising from the transfer. For each area, the following information is provided:

- the current position – current ways of working, systems and processes
- business continuity objectives
- risks arising from the transfer and mitigations set out
- specific MoU commitments for addressing the risks

---

<sup>1</sup> It should be noted that the updating of the broader MoU between PHW and Health Boards, covering areas such as microbiology and screening, is out of scope of the LPHT Transfer Project. It is anticipated the MoU documents being produced here will form part of this broader document once updated by PHW corporately.

## Relationship with TUPE Consultation

Employees within the LPHTs will automatically transfer to the Health Boards on the transfer date, with their terms and conditions of service protected, in accordance with the TUPE Regulations. All affected staff are being consulted on this process. This document is wholly separate to this consultation process, as staff term and conditions are protected by the above regulations.

PHW and all health boards agree that TUPE applies to the transfer of staff and all parties will act in accordance with TUPE both during and after the transfer.

## Understanding staff needs

To assist in understanding the needs of staff being transferred, a number of staff personas have been identified in order to identify and address specific needs more precisely in this MoU. These are set out below:

Staff persona	Description
A) Consultant (medical)	A GMC registered public health consultant
B) Consultant (non-medical)	A UKPHR or a GDC-registered public health consultant
C) Specialty Registrars	A trainee Consultant on the Specialty Registrar scheme
D) Practitioners	This grouping covers: <ul style="list-style-type: none"> <li>• Health Improvement Practitioners – AfC 5</li> <li>• Public Health Practitioners – AfC 6</li> <li>• Senior Public Health Practitioners – AfC 7</li> <li>• Principal Public Health Practitioners – AfC 8a</li> </ul>
E) Other staff	This grouping covers: <ul style="list-style-type: none"> <li>- Programme and project management staff</li> <li>- Business Support staff</li> </ul>

These personas are used in the scoping sections to follow.



## Scope and contents of MoU – Part 1

The scope and specific commitments within MoU Part 1 are summarised in the table below:

Area	Specific MoU commitments
<b>Public health workforce development and co-ordination</b>	
Specialty Training Programme for Public Health Consultants	<ol style="list-style-type: none"> <li>1) Continuing provision of supervisors and placements in central and local teams to ensure Registrars can access support to gain all their competencies</li> <li>2) Continuing support and training from PHW and Health Boards for supervisors as required by the Wales Deanery and Faculty of Public Health</li> <li>3) To support local placements, Health Boards to provide Registrars with office accommodation (including desk space) and the means to access Health Board IT systems.</li> </ol>
Public Health Practitioner Registration Scheme	<ol style="list-style-type: none"> <li>1) Public Health Wales continues to fund and host the Local Assessment Scheme, and ensures that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.</li> <li>2) Continuing organisational commitment to supporting staff participation in the Scheme, to enabling GMC/GMD/UKPHR Specialists to undertake validation activity required to support the scheme, and to supporting already registered staff complete the specialist portfolio route.</li> <li>3) All existing training, mentoring and other opportunities provided under the scheme will remain fully available to LPHT staff participating in the scheme.</li> </ol>
Professional appraisal	<ol style="list-style-type: none"> <li>1) The Responsible Officer in each Health Board becomes responsible for GMC revalidation for medically-trained Consultants in Public Health.</li> <li>2) Medical and non-medical Consultants in Public Health are able to have continued access to a public health professional appraiser should they wish.</li> <li>3) There is continued organisational support from HBs and PHW for public health consultants to be professional appraisers.</li> <li>4) All public health specialists transferring to health boards are being offered continued access to appraisers co-ordinated by PHW by PHW's Revalidation Officer.</li> </ol>
Continuing professional development of public health staff	<ol style="list-style-type: none"> <li>1) PHW's high cost training budget to remain open to all LPHT staff members after transfer.</li> </ol>

	<p>2) Health Boards will work with HEIW to ensure their professional workforce development funding is increased to reflect the LPHT transfer, and that this additional funding is used wholly for the benefit of professional public health staff in LPHTs.</p> <p>3) Any surplus places for public health learning and development activities will be offered to public health staff in other organisations.</p>
Health protection on-call rota	1) Honorary Contracts to be issued by PHW to all LPHT Consultants prior to transfer to enable them to continue to support PHW's health protection rota.
Recruitment	<p>1) All organisations commit to offering public health vacancies on an 'open to anyone' basis using the Trac Recruitment system.</p> <p>2) Local Public Health Team staff TUPE transferred from Public Health Wales will be eligible to apply for any Public Health Wales 'Internal Only' vacancies advertised on Trac for a protected period of 3 years.</p> <p>3) All organisations to support continuing staff movement across the public health system via recruitment or secondment initiatives in accordance with the All Wales Secondment Policy.</p>
<b>Public health information and intelligence</b>	
Population-level information and intelligence	<p>1) PHW to continue to develop annual surveillance and health intelligence work programmes with Executive Directors of Public Health.</p> <p>2) PHW to continue to offer a first point of contact for smaller data requests through the Observatory and Cancer Analysis Team, and consider extending this model to other relevant PHW functions.</p>
Environmental Public Health	1) PHW to ensure there is continued access to current levels of expert support and specialist advice on environmental public health.
Access to systems holding individual and case level data	<p>1) Access to the Quit Manager (smoking cessation) system is maintained for LPHT staff transferring to Health Boards.</p> <p>2) Access to Tarian and Groupware is maintained for LPHT staff who require continuing access.</p> <p>3) Access to the CRM system is maintained for LPHT staff who require continuing access.</p>

Access to e-mail, drives, folders, shared areas	1) LPHT staff and teams to retain access to all business and personal information, as well as e-mail addresses and calendars.
Access to PHW intranet	1) LPHT staff to have continuing access to the PHW intranet and branch-off sites

## 1. Public health workforce development and co-ordination

### *Specialty Training Programme for Public Health Consultants*

Relevant to personas: A, B, C
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Responsible Officer)</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Sion Lingard – Specialty Training Programme Director</p> <p>Dr Rhianwen Stiff, Head of School for Public Health and Microbiology</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>The Wales Specialty Training Programme is a competitive entry programme for eligible junior doctors and multidisciplinary professionals as part of the process to support them achieving specialist registration.</p> <p>Public health specialist training in Wales is commissioned by Health Education and Improvement Wales (HEIW). Public Health sits in a specialty school, Public Health and Microbiology, within HEIW (formerly the Wales Deanery).</p> <p>All public health Registrars in Wales are employed by Public Health Wales, which acts as their Local Educational Provider. This will no change following LPHT transfer.</p> <p>There are currently opportunities, through the programme, to work within the NHS, local and national government and a host of other partner organisations. The programme has 22 public health training slots for Registrars located across the country.</p> <p>The training programme in Wales has one Head of School, two Training Programme Directors (TPD) and two Deputy TPDs. However, for this MoU, only the Public Health element of this training programme will be affected.</p> <p>The programme is dependent on the following types of Consultant-level ‘trainers’ to ensure that Registrars are properly supported throughout:</p> <ul style="list-style-type: none"> <li>• Educational Supervisors manage and lead a Registrars training from beginning to end. These roles are typically performed by more experienced Consultants.</li> <li>• Academic Supervisors provide advice to the Registrar on the academic aspects of their work, so is less involved in their training</li> <li>• Placement / Clinical Supervisors who supervise a Registrar on their placement in a particular team. Without a Placement or Clinical Supervisor, a team is not able to support training.</li> </ul>

All trainers sign an Educational Supervision Agreement with the Wales Deanery and Local Education Provider to ensure high quality educational supervision in post graduate medical education and training.

Business continuity objectives:

To maintain the current arrangements by:

- 1) Public Health Wales continuing as the Local Educational Provider for the programme, and continuing to employ all specialty registrars
- 2) Continuing availability of placements for Registrars within Public Health Wales and Health Boards (LPHTs).
- 3) Continuing organisational support for supervisors and placement supervisors from Public Health Wales and Health Boards (LPHTs) in line with Education Supervision Agreements
- 4) Ensuring that registrars are able to access systems and suitable office accommodation when on local placements.

Risks and issues arising from the transfer:

- 1) There is a risk that supervisors will no longer be available in Health Boards for supporting the training programme.

Mitigation: As a minimum, all teams must continue to have a Placement/ Clinical Supervisor in place to support Registrar placements. There will also need to be sufficient Educational Supervisors in place across the system (at a maximum ratio of four trainees to one supervisor). The number of supervisors is currently monitored by the Deanery through a database which is accessible to Local Educational Providers.

- 2) There is a risk that the trainees will not be able to access Health Board systems when on local placements.

Mitigation: When on local placements, registrars will need to be issued with LHB IT equipment to ensure they can access Health Board systems (or an equivalent solution).

- 3) There is a risk that dedicated desk space for registrars will be lost at existing LPHT office locations. The Local Education Provider and GMC guidelines for registered placements does require PHW to ensure that there is a provision dedicated for registrars use. This is particularly key in Preswylfa as these are identified bases linked to funding and are registered with the GMC.

Mitigation: PHW's property and facilities team are currently in discussions with the two Health Boards (Betsi Cadwaladr and Hywel Dda) where local public health teams are currently using PHW accommodation, and ensuring office space for registrars will need to be factored into these discussions. Also this is addressed via Commitment 3 below.

Proposed MoU commitments:

- 1) Continuing provision of supervisors and placements in central and local teams to ensure Registrars can access support to gain all their competencies
- 2) Continuing support and training from PHW and Health Boards for supervisors as set out in Education Supervision Agreements in line with Wales Deanery and Faculty of Public Health guidance.
- 3) To support local placements, Health Boards to provide Registrars with office accommodation (including desk space) and the means to access Health Board IT systems.

### *Public Health Practitioner Registration Scheme*

Relevant to personas: C
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Executive Medical Director)</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Executive Directors of Public Health</p> <p>Kelly McFadyen, UKPHR Co-ordinator for Wales</p>
<p>Current arrangement:</p> <p>Public Health Wales hosts the Local Assessment Scheme for Public Health Practitioners in Wales. This involves:</p> <ul style="list-style-type: none"> <li>• Scheme Coordination and Administration</li> <li>• Intakes (usually on an annual basis) of cohorts of practitioners</li> <li>• Recruiting and training volunteer mentors, assessors and verifiers</li> <li>• Providing portfolio skills development support and CPD</li> <li>• Facilitating access to e-portfolio Learning Assistant Platform</li> <li>• Monitoring progress, providing advice to practitioners, assessor and verifiers</li> <li>• Chairing the Wales Verification Panel and providing secretariat</li> <li>• Promotion and publicity</li> <li>• Supporting re-validation of registered Practitioners</li> </ul> <p>Currently any practitioner (at a minimum of NHS Band 5 or equivalent) who meets the scheme application criteria is eligible to apply, including from Public Health Wales, other NHS Wales organisations, local authorities and third sector.</p> <p>The Scheme relies on voluntary UKPHR-trained assessors and verifiers. There is currently a shortage of verifiers, who must be Public Health Consultants.</p>
<p>Business continuity objectives:</p> <p>To maintain the Public Health Practitioner Registration Scheme through:</p> <ol style="list-style-type: none"> <li>1) Public Health Wales continuing to host the Local Assessment Scheme, and ensure that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.</li> <li>2) Continuing accessibility of the scheme to practitioners within Health Boards, and other organisations outside PHW such as local authorities.</li> <li>3) Continuing organisational support for volunteer mentors, assessors and verifiers from PHW and LHBs (local public health teams)</li> <li>4) Continuing professional development opportunities for registered practitioners</li> <li>5) Continuing access to evidence (e-mails, reports, papers, work plans)</li> </ol>

Risks and issues arising from transfer:

- 1) There is a risk of increasing demand for the Scheme from practitioners in LPHTs (as a means of staying professionally connected in the context of the transfer), which would require more resource.

Mitigation: Undertake early assessment of changes in demand for the scheme arising from the transfer, and any additional resources required.

- 2) There is a risk there will be reduced organisational support for the Scheme.

Mitigation: Ensure a mutual commitment to supporting the Scheme is included in this MoU, and that adherence to this principle can be gauged objectively

- 3) There is a risk that new re-validation requirements will require registered UKPHR practitioners to have paperwork and evidence countersigned by a GMC/GMD/UKPHR Specialist, access to which may become limited in some areas of the system.

Mitigation: Ensure there is a mutual commitment to making these specialists available for revalidation is included in this MOU.

Proposed MoU commitments:

- 1) Public Health Wales continues to host the Local Assessment Scheme, and ensures that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.
- 2) Continuing organisational commitment to supporting staff to participate in the Scheme, to enabling GMC/GMD/UKPHR Specialists undertake validation activity required to support the scheme, and to supporting already registered staff complete the specialist portfolio route.
- 3) All existing training, mentoring and other opportunities provided under the scheme will remain fully available to LPHT staff participating in the scheme.



### *Professional appraisal*

Relevant to personas: A, B
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Dr Eleri Davies, Deputy Medical Director</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Executive Directors of Public Health</p> <p>Local Health Board Responsible Officers</p> <p>Local Health Board Executive Directors of Workforce and OD</p> <p>Sion Lingard – Appraisal Lead</p>
<p>Current arrangement:</p> <p>A qualified Consultant in Public Health is required to obtain specialist registration with the GMC, GDC or the UKPHR, depending on their professional background.</p> <p>Doctors must maintain registration with the GMC and have a licence to practise. There is a UK-wide statutory validation process in which a licence is granted for a period of up to 5 years and is only renewed subject to a satisfactory revalidation recommendation to the GMC from their organisation's Responsible Officer (RO). Revalidation is founded on a system of annual professional appraisal, which reassures the public, stakeholders and other professionals that the doctor is up to date and fit to practise. In Wales, this is done through the Medical Appraisal Revalidation System (MARS).</p> <p>From the 1 April 2019, UKPHR Specialist Registrants must also maintain their registration via a 5-yearly non-statutory revalidation system, founded on an annual professional appraisal together with satisfactory completion of other components, such as an on-going commitment to continuing professional development and the provision of supporting information on quality improvement activity. There is no system of ROs within the UKPHR scheme.</p> <p>Most Consultants in Public Health (both medical and non-medical) employed by Public Health Wales, and those employed through Health Boards, currently have another Consultant in Public Health to undertake their appraisal, although there are examples of non-public health medical Consultants undertaking public health appraisals.</p>
<p>Business continuity objectives:</p> <p>1) Continuation of public health professional appraisal arrangements for medical and non-medical consultants.</p>

Risks and issues arising from transfer:

- 1) There is a risk that Consultants in Public Health transferring to Local Health Boards no longer have access to a public health professional appraiser, or have access to the MARS system and 360 degree review process.

Mitigation: Include a commitment in the MOU to continuing provision of professional appraisers for medical and non-medical public health consultants, as well as continuing access to the MARS system and 360 degree review process. Also any public health specialist transferring to health boards has been offered continued access to appraisers co-ordinated by PHW by the Revalidation Officer.

Proposed MoU commitments:

- 1) The Responsible Officer in each HB becomes responsible for GMC revalidation for medically-trained Consultants in Public Health.
- 2) Medical and non-medical Consultants in Public Health are able to have continued access to a public health professional appraiser should they wish.
- 3) There is continued organisational support from HBs and PHW for public health consultants to be professional appraisers.
- 4) All public health specialists transferring to health boards are being offered continued access to appraisers co-ordinated by PHW by PHW's Revalidation Officer.

### *Continuing professional development of public health staff*

<p>Relevant to personas: A, B, C, D</p>
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Dr Eleri Davies – Deputy Medical Director</p> <p>Giri Shankar – Director of Health Protection</p> <p>Robin Howe – Director of Infection</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Neil Lewis, Director of People and Organisational Development</p> <p>Executive Directors of Public Health</p> <p>Local Health Board Executive Directors of Workforce and OD</p>
<p>Current arrangement:</p> <p><u>Funding</u></p> <p>Within Public Health Wales, professional development for public health staff is currently funded through:</p> <ol style="list-style-type: none"> <li>1) A central 'high cost training' budget (£30k in 2022/23) within Public Health Wales (People and OD), which is used to fund development opportunities in both public health and non-public health areas for staff across the organisation, ranging from advanced qualifications (e.g. Masters in Public Health) to one off training sessions. It should be noted that funding under this post is only approved for a maximum of one year, irrespective of course length.</li> <li>2) A central budget for public health system workforce development, which largely funds the Practitioner Registration Scheme across Wales annually (e.g. e-portfolio, membership, training)</li> <li>3) Annual post-graduate education funding from HEIW for professional workforce development (advanced clinical practice and extended skills development) for registered professionals (public health, radiographers, healthcare scientists, bio-medical scientists, but not including registered public health medics and dentists). This funding (£55k in 2022/23) is allocated based on workforce headcount and, therefore, a small proportion of this funding would effectively transfer out of PHW as a result of the LPHT Transfer.</li> <li>4) Individual Divisions and teams locally funding professional development from their own budgets, which currently accounts for a significant proportion of total funding across PHW for learning and development.</li> </ol> <p><u>Study leave</u></p> <p>Under Public Health Wales' Supporting Learning and Development Policy, study leave is determined locally. Existing study leave entitlements will transfer over with staff as part of TUPE.</p>

**Business continuity objectives:**

- 1) Ensure that professional development support for LPHT staff is not disrupted due to the transfer, including funding of support and study leave arrangements.
- 2) Ensure that PHW's existing funding for system-wide workforce development continues.
- 3) Ensure there is a mutual commitment to supporting professional development for public health staff in line with public health KSF competencies and UKPHR standards.

**Risks and issues arising from transfer**

- 1) There is a risk that LPHT staff professional development is reduced or disrupted due to staff uncertainty regarding transitional support arrangements.  
Mitigation: This is addressed through 1) the transfer of core LPHT non-pay budgets from PHW as well as staff; 2) keeping the high cost training budget open to LPHT staff; and 3) ensuring that LHB professional development resources from HEIW are allocated wholly to LPHT staff.
- 2) There is a risk that PHW's high cost training budget is inundated with LPHT staff applications  
Mitigation: There is always a risk that this budget may be over-subscribed from time to time by applications from any professional staff category. Funding demand will continue to be monitored through this year, and there will be clear communication with staff should the budget become oversubscribed. Funding will continue to be allocated on an objective basis according to clear criteria.

**Proposed MoU commitments:**

- 1) PHW's high cost training budget remains open to all LPHT staff members after transfer, recognising that this budget is relatively small and that it will continue to be open to all PHW staff. Also this budget is likely to be reviewed as part of workforce development considerations within the MoU Part 2.
- 2) Health Boards will work with HEIW to ensure their professional workforce development funding is increased to reflect the LPHT transfer, and that this additional funding is used wholly for the benefit of professional public health staff.
- 3) Public Health Wales and Health Boards will offer any surplus places on learning and development courses to public health staff in other organisations.
- 4) For part-funded courses, it will not be possible to fund through salary sacrifice beyond February 2022.
- 5) Post transfer, staff withdrawing from courses which continue to receive Public Health Wales funding will be liable for repayment of funds to Public Health Wales. Health Boards will inform Public Health Wales if an individual withdraws from a course.

*Health protection on-call rota*

Relevant to personas: A, B
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Giri Shankar, Director of Health Protection</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>LPHT Consultants currently support Public Health Wales' national Health Protection Out of Hours rota, covering first and second on call during weekdays and overnight (10pm-9am) during weekdays and weekends. This duty is currently included in all LPHT Consultant job descriptions and therefore forms part of terms and conditions.</p> <p>The rota is currently part of a broader review of national health protection, and it is likely that a separate organisational change process (OCP) will need to be run by PHW's Health Protection Division to implement the review outcomes. However, a planning assumption is that LPHT Consultants will transfer with a continuing contractual obligation to support the PHW rota.</p>
<p>Business continuity objectives:</p> <p>1) To ensure that the transfer does not affect the stability of the Health Protection rota by ensuring that LPHT Consultants are able to continue to support the rota.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that LPHT Consultants will withdraw from the rota as they no longer be indemnified through a PHW contract.</p> <p>Mitigation: Honorary Contracts will be issued by PHW to all LPHT Consultants prior to transfer which will provide continuing indemnity for supporting the health protection rota.</p>
<p>Proposed MoU commitment</p> <p>1) Honorary Contracts to be issued by PHW to all LPHT Consultants prior to transfer to enable them to continue to support the health protection rota.</p>

## Recruitment

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Neil Lewis, People and Organisational Development Director Local Health Board Workforce Directors</p>
<p>Current arrangement:</p> <p>There is currently a regular interchange of staff between central PHW teams and LPHT teams and vice versa through recruitment and secondment, which allows for a healthy exchange of knowledge, experience and skills and a stronger public health system overall.</p> <p>NHS organisations primarily use the Trac recruitment system to fill vacant positions, which are then advertised on <a href="#">NHS jobs</a>, <a href="#">NHSJobs.com</a>   <a href="#">trac.jobs</a>, <a href="#">Job Search   Indeed</a>, and if band 5 or above automatically on <a href="#">Jobs   LinkedIn</a>. Trac can be used to advertise vacancies on a permanent, fixed term or secondment basis. Most vacancies on Trac are open to anyone, however some posts are 'internal-only' where it is deemed the talent and skill-set exist within an organisation.</p> <p>There are also a few types of vacancies advertised outside Trac:</p> <ul style="list-style-type: none"> <li>• Vacancies arising from organisational restructuring, where it is often the case that appointments can only be made from within the department affected in order to avoid displacement/ redundancy.</li> <li>• Vacancies which are short term (e.g. covering sickness absence, acting up), for which an internal Expression of Interest (Eoi) can be used.</li> </ul>
<p>Business continuity objectives:</p> <p>1) To maintain the current interchange of staff between central and local teams.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that vacancies which are appropriate for open competition continue to be offered on an 'internal-only' basis or Eoi basis, which would restrict movement of staff across the system.</p> <p>Mitigation: All organisations commit to offering vacancies on an 'open to anyone' basis using Trac where it is possible and appropriate to do so (Proposal 1)</p>
<p>Proposed MoU commitments:</p> <p>4) All organisations commit to offering public health vacancies on an 'open to anyone' basis using the Trac Recruitment system.</p> <p>5) Local Public Health Team staff TUPE transferred from Public Health Wales will be eligible to apply for any Public Health Wales 'Internal Only' vacancies advertised on Trac for a protected period of 3 years.</p>

- 6) All organisations to support continuing staff movement across the public health system via recruitment or secondment initiatives in accordance with the All Wales Secondment Policy.

## Public health information and intelligence

### Population-level information and intelligence

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Iain Bell, Executive National Director for Public Health Data, Knowledge and Research</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>PHW Head of Informatics</p> <p>Nathan Lester, Head of Observatory and Cancer Analysis Team (OCAT)</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>Public Health Wales produces a wide range of population level information and intelligence outputs and products for health protection, health improvement and health care/ service improvement. Consultants, practitioners and others in multi-disciplinary LPHTs require access to this information, amongst other functions, in order to:</p> <ul style="list-style-type: none"> <li>• assess local public health needs</li> <li>• assemble data and evidence to inform local policies, strategies and intervention, including sharing information with Public Service Boards (PSBs) and contributing to Local Well-Being Assessments</li> <li>• monitor progress towards local public health outcomes</li> <li>• respond to and manage communicable disease outbreaks</li> <li>• respond to and manage possible clusters of non-communicable disease and/or environmental hazards (e.g. concerns about clusters of cancers, suicides)<sup>2</sup></li> </ul> <p>The following publicly accessible sites already make available a significant amount of public health data for regional / local analysis, namely:</p> <ul style="list-style-type: none"> <li>• <a href="#">Rapid Covid-19 Surveillance</a> dashboard on Tableau, which enables public access to a wide range of graphs and tables, including an ability to manipulate this data.</li> <li>• <a href="#">Health Protection page</a> on Tableau which includes a wide range of charts on communicable diseases, immunisation uptake and environmental hazards (air pollution).</li> <li>• <a href="#">Immunisation</a></li> <li>• <a href="#">Vaccine Preventable Disease Programme surveillance (currently being transferred to Sharepoint)</a></li> <li>• <a href="#">Screening</a> statistical reports</li> </ul>

<sup>2</sup> Based on *First line response to concerns about non-communicable disease clusters* (Public Health Wales, May 2014)



- [Public Health Observatory](#)
- [Welsh Cancer Intelligence and Surveillance Unit \(WCISU\)](#)
- [Congenital Anomaly Register and Information Service \(CARIS\)](#)
- [Child Measurement Programme](#)

A stated objective in the Public Health Wales 2022-25 IMTP is to “utilise emerging technologies and data science to give public health professionals and the wider system right-time information to deliver services”. There is already good progress being made, with on-going developing enhancements in new and novel data availability with or without commentary and interpretation, and in data timeliness, granularity and presentation, with improving functionality of data presentation and interrogation tools.

Additionally, teams such as CDSC, the Observatory and Cancer Analysis Team (with, for example, WCISU, CARIS, CMP etc) and the Evidence Service respond to requests from local teams for bespoke analysis, which also informs annual work programmes. Currently the Observatory and Cancer Analysis Team operates a ‘first point of contact’ model for each LPHT for smaller pieces of work and this will continue, whilst larger requests are made through the Executive Directors of Public Health Group.

Services currently provided by the Evidence Service will remain largely unchanged. Requests from local teams will be dealt with in line with current prioritisation arrangements and will remain equitable with requests from elsewhere within PHW; the exception to this may be the infrequent cost of requesting paid-to-view journal articles and books which may need to be covered by the Health Board, or accessed free of cost through their services.

In relation to the provision of vaccination/ infection surveillance point of view, existing LPHT contacts/ stakeholders will continue to have access to surveillance reports at the same level, in the same way that other key stakeholders in health boards already do (for example health board immunisation coordinators).

Business continuity objectives:

- 1) To ensure that LPHT staff have the population-level data they need to perform their roles effectively in respect of both communicable and non-communicable disease, in addressing health inequalities and the wider determinants of health, including risky health behaviours and environmental hazards.
- 2) To continue to develop purposeful relationships on data between PHW and LPHTs (through Health Boards and with Executive Directors of Public Health directly)
- 3) To continue to demonstrate continuous improvement and responsiveness to customer needs, including having a clear process for LPHTs to request specific analytical work from PHW teams.

Risks and issues arising from transfer:

- 1) There is a risk that LPHT staff may find it more difficult to influence PHW work programmes for surveillance and health intelligence.

Mitigation: Continue to develop the process for LPHTs to inform surveillance and health intelligence work programmes.

- 2) There is a risk that access may be restricted to suitable evidence based resources such as Public Health journals which are not routinely available through library services in Health Boards.

Mitigation: To be explored further with PHW Evidence Service once the full risk is understood and costed.

Proposed MoU commitments:

- 1) PHW to continue to develop annual surveillance and health intelligence work programmes with Executive Directors of Public Health.
- 2) PHW to continue to offer a first point of contact for smaller data requests through the Observatory and Cancer Analysis Team, and consider extending this model to other relevant PHW functions.

### *Environmental Public Health*

Relevant to personas: A, B, C, D
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Responsible Officer)</p> <p>Giri Shankar, Health Protection Director</p> <p>Sarah Jones, Lead Environmental Public Health Consultant</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>Public Health Wales currently provides specialist advice and support on environmental public health to Executive Directors of Public Health, Local Public Health team staff, along with Local Health Boards, Local Authorities and other agencies. Such advice and support includes:</p> <ul style="list-style-type: none"> <li>• Environmental Public Health Service ‘Duty Desk’ rota.</li> <li>• Provision of resilient Environmental Public Health services to meet emergency preparedness, resilience and response responsibilities</li> <li>• Provision of resilient advice and support services to assess and manage risks from acute incidents and environmental public health enquiries</li> <li>• Provision of advice and guidance to support proactive efforts to protect and improve health in relation to environmental harms and benefits, and prevent health harms, in order to reduce the burden of environmental harms on health and narrow inequalities in exposure to environmental harms and associated health outcomes.</li> <li>• Responses to planning and industrial environmental permit applications, as well as relevant wider environmental public health consultations.</li> <li>• Cancer cluster investigation</li> <li>• Surveillance data and evidence updates in relation to environmental public health outcomes in Wales.</li> </ul>
<p>Business continuity objectives:</p> <p>To ensure that current levels of environmental public health support to Executive Directors of Public Health and Local Public Health Team staff remain in place.</p>
<p>Risks and issues arising from transfer:</p> <p>No risks or issues identified</p>
<p>Proposed MoU commitments:</p> <p>1) PHW to ensure there is continued access to current levels of expert support and specialist advice on environmental public health.</p>

*Access to systems holding individual and case level public health data*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Executive Directors of Public Health</p> <p>Iain Bell, Executive National Director for Public Health Data, Knowledge and Research</p> <p>PHW Head of Informatics</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Caldicott and Alternate Caldicott Guardians</p> <p>John Lawson, Head of Information Governance</p> <p>Health Boards Heads of Information Governance/ Caldicott Guardians</p>
<p>Current arrangement:</p> <p>LPHT staff currently have access to a number of public health systems which gather and hold individual and case-level data, for which Public Health Wales is the data controller. There are also a number of existing data sharing arrangements in place between PHW and Health Boards, for example sharing of Help Me Quit client information.</p> <p>The following systems have been identified to which LPHT staff will need to have continued access:</p> <ol style="list-style-type: none"> <li>1. Quit Manager, which is currently used by Public Health Wales and Health Board staff for delivering Help Me Quit (HMQ) smoking cessation support. Currently designated staff working on the HMQ programme have access to this system. When community HMQ services were transferred to Health Boards in October 2019, a Data Protection Impact Assessment was undertaken, and a Data Sharing Agreement was put in place to provide for the sharing of client records between organisations for the purpose of service fulfilment. This system is due to be replaced during 2022-23, however continued Quit Manager access will continue to be needed by specified LPHT staff for continued local delivery of HMQ services.</li> <li>2. Tarian and Groupware. Currently PHW Consultants and Specialty Registrars who support the Health Protection Out of Hours rota or are managing local outbreaks, require access to Tarian and Groupware for record keeping and access to information. All LPHT Consultants will continue to need access to these systems to enable them to support the OOH rota and for local outbreak management.</li> <li>3. CRM system for recording Covid-19 cases. Depending on the future progression of Covid-19, there is likely to be a need for continued access to the national CRM system used for Covid. While this isn't a PHW-specific system, there is a need</li> </ol>

to ensure that LHBs enable access via their firewalls if not already available, working with DHCW as required.
<p>Business continuity objectives:</p> <ol style="list-style-type: none"> <li>1) To ensure that LPHT staff (who require access) continue to maintain access to specific PHW public health systems which is required to perform a statutory function.</li> </ol>
<p>Risks and issues arising from transfer:</p> <ol style="list-style-type: none"> <li>1) There is a risk that access to critical systems ceases or is disrupted during the transfer process, resulting in business disruption. Mitigation – see proposals</li> </ol>
<p>Proposed MoU commitments:</p> <ol style="list-style-type: none"> <li>1) Access to the Quit Manager (smoking cessation) system is maintained for LPHT staff transferring to Health Boards.</li> <li>2) Access to Tarian and Groupware access is maintained for LPHT staff who require continuing access.</li> <li>3) CRM access is maintained for LPHT staff who require continuing access.</li> </ol>

### *Access to e-mail, drives, folders, shared areas*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>PHW Head of Informatics</p> <p>John Lawson, Head of Information Governance</p> <p>Executive Directors of Public Health</p> <p>Health Board Directors of Digital</p>
<p>Current arrangement:</p> <p>Existing LPHT staff data is currently held by PHW in email, file shares, OneDrive, Microsoft Teams and SharePoint as well as contained within systems such as Datix, ESR, Oracle etc. Maintaining full access to such data, particularly e-mail in-boxes and archives, was identified by LPHT staff as a key area of concern.</p>
<p>Business continuity objectives:</p> <ol style="list-style-type: none"> <li>1) To ensure that LPHT staff retain access to professional, business and personal data</li> <li>2) To ensure there is a smooth transition from Public Health Wales to HB e-mail accounts</li> </ol>
<p>Risks and issues arising from transfer:</p> <ol style="list-style-type: none"> <li>1) There is a risk that LPHT staff will lose access to professional, business and personal data</li> <li>2) There is a risk that sensitive data is transferred from Public Health Wales to a Health Board</li> <li>3) There is a risk that Public Health Wales loses access to data required for a future Covid-19 inquiry.</li> </ol> <p>To address these risks, an 'account transfer approach' is proposed in which existing NADEX accounts are transferred to Health Boards allowing transferring PHW staff to retain access to their email, OneDrive, relevant Teams and SharePoint online data. Staff calendars will remain and they will retain their email address. This is the established method for PHW staff or posts transferring to another NHS organisation.</p> <p>To proceed with this approach, there will be a need to:</p> <ol style="list-style-type: none"> <li>1) Secure PHW Information Governance approval for the preferred option.</li> <li>2) Agree a method for meeting Covid 19 Public Enquiry requirements for retaining a copy of all relevant staff data at the transfer date.</li> </ol>
<p>Proposed MoU commitments:</p> <ol style="list-style-type: none"> <li>1) LPHT staff and teams will retain access to all business and personal information, as well as e-mail addresses and calendars.</li> </ol>

### *Access to PHW intranet*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>PHW Head of Informatics</p> <p>PHW Head of Communications</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>LPHT staff have indicated, via an informatics survey, that they value having access to PHW's Intranet, for reasons such as:</p> <ul style="list-style-type: none"> <li>- Continuing professional development, particularly to ensure that staff do not miss out on training, knowledge share, funding opportunities etc.</li> <li>- Having access to certain data-sets which continue to be intranet-only</li> <li>- Being able to participate in the daily affairs of PHW</li> </ul> <p>Granting LPHT staff continued access to the PHW intranet and branch-off sites (e.g. VPDP) would allow these staff to remain at the core of PHW's professional and corporate affairs by keeping up to date with the latest news, strategy and programme updates, learning and development opportunities and other information. Maintaining this access would therefore strengthen the public health system.</p> <p>To implement this solution, a process will be needed between Health Boards and PHW Informatics for updating access permissions to reflect staff changes in LPHTs.</p>
<p>Business continuity objectives:</p> <p>1) To ensure that LPHT staff retain access to PHW's intranet and branch off sites.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that LPHT staff will find it harder to stay up to date with PHW developments and opportunities.</p> <p>Mitigation – see proposal below.</p>
<p>Proposals and options:</p> <p>1) LPHT staff have continuing access to the PHW intranet and branch off sites</p>

## Potential Areas of focus for the MoU Part 2

The proposed focus of the MoU Part 2 will be to strengthen public health co-ordination, achieve greater strategic alignment and improve system working.

The following areas have been identified for inclusion in a strategic and collaborative process for developing the MoU Part 2. These are provisional at this stage and will need to be subject to further scoping and definition.

Area	Specific elements for further development
<b>Future system working</b>	<p>Maintaining and strengthening a public health in Wales system-wide approach and clarifying the role of Welsh Government, Public Health Wales, Health Boards and others in leading and enabling this.</p> <p>Identifying further opportunities for a “once for Wales” solution</p>
<b>Commissioning of and access to public health information resources</b>	<p>Continuous improvement in making public health data, intelligence and evidence more publicly accessible – both nationally and locally.</p> <p>Creation of integrated and accessible information systems and processes for evidence, information and intelligence, with data linked from multiple sources including primary care, secondary care and social care.</p> <p>Continuing development of processes for informing surveillance and health intelligence work programmes.</p>
<b>Strategic and programme development and co-ordination</b>	<p>Development of long-term population health strategy</p> <p>Health Protection – review of roles and responsibilities across system for both communicable and non-communicable disease</p> <p>Health Improvement - continued development, collaboration and alignment between national and local programmes within an agreed systems leadership framework.</p> <p>Healthcare public health – achieving consensus on what outcomes are being sought; what the national and local offer should be; clarifying roles and responsibilities; strengthening collaborative working across the system; recognition of key settings such a</p>



	<p>primary care; continuing access to professional expertise such as Dental Public Health.</p> <p>Methodology – review of approaches, methods and tools across the system to embed high standards and greater consistency, particularly in areas such as research into and evaluation of population health impact.</p> <p>Sustainability / climate change / decarbonisation</p>
<b>Workforce</b>	<p>Workforce planning – need for system-wide process (including opportunity to establish a system-wide Workforce Development Group)</p> <p>Consistency of public health roles across PHW, LHBs, Local Authorities, Third/ Voluntary Sector</p> <p>Practitioners – reassessment and revalidation arrangements for current scheme; need for advanced practitioner training scheme<sup>3</sup>; consideration of public health practitioner apprenticeships (at degree and masters level), as part of developing a public health career pathway.</p>
<b>Collaboration</b>	<p>Identification of key partners and interfaces required for further strengthening of the public health system, such as Public Service Boards, Local Delivery Groups, Regional Partnership Boards and Corporate Joint Committees.</p> <p>Exploration of more collaborative ways of working (e.g. matrix working – for example where specific LPHT staff have a recognised link role with a local authority and vice versa ; hot-desking opportunities in other organisations)</p> <p>Identification of infrastructure (e.g. digital platforms) required to collaborate more effectively</p>

<sup>3</sup> UK-wide scoping work around Advanced Practice is currently underway with Wales representation. There is a need to consider how to increase engagement across Wales in this development.

**HD Finance Funding Tables**

**Core Funding Table**

Total Available Budget	1,033,490
Additional funding agreed to fund at actual	13,467
Previously removed travel budget reinstatement	18,831
<b>Core Budget to be transferred on a recurrent basis</b>	<b>1,065,788</b>

**Grant Funding Table**

Healthy Schools	62,945	Programme Funding
Healthy Pre-schools	29,850	Programme Funding
Obesity	111,265	Development Funding
Whole School Approach to Mental Health	67,444	Development Funding
<b>Total Grant Allocation - accessed via invoice to PHW</b>	<b>271,504</b>	

**Apprentice Levy Table**

Apprentice Levy allocation for Core Funding	4,532
Apprentice Levy allocation for Grant Funding	1,161
<b>Budget to be transferred on a recurrent basis</b>	<b>5,692</b>

<b>Budget to transfer to Health Board on a recurrent basis</b>	<b>1,071,480</b>
<b>Budget to be claimed via agreed grant process already in place</b>	<b>271,504</b>

---

---

**MEMORANDUM OF UNDERSTANDING (PART 1)**

**Transfer of Local Public Health Teams from Public Health  
Wales to Local Health Boards**

---

---

**Between**

**(1) Public Health Wales**

**And**

**(2) Local Health Boards**

THIS MEMORANDUM OF UNDERSTANDING is made on the                      day of                      2022

## PARTIES

- (1) **Public Health Wales National Health Service Trust** whose offices are at 5th Floor, 2 Capital Quarter, Tyndall Street, Cardiff CF10 4BZ (“PHW”)

**And**

- (2) **Hywel Dda University Local Health Board** of Ystwyth, St Davids Park, Jobswell Road, Carmarthen SA31 3BB (“**Health Board**”)

**Each a “Party” and together “the Parties”**

## BACKGROUND

The purpose of the project is to transfer Local Public Health Team (LPHT) staff employed by PHW to the seven Health Boards. The project is defined more specifically in Appendix A (“PROJECT”).

## IT IS AGREED

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause apply in this MOU.
- “**Appendix**” shall mean the Appendix attached to this MOU.
- “**MOU**” means the terms and conditions of this MOU including any Appendix attached hereto.
- “**Commencement Date**” means 30<sup>th</sup> September 2022.
- “**Duration**” shall mean the Commencement Date until 30<sup>th</sup> September 2023 or such other timescale as may be agreed by the Parties.
- 1.2 Clause headings shall not affect the interpretation of this MOU.
- 1.3 References to Clauses are to the clauses of this MOU.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
- 1.5 “**Public Health Leadership Group**” shall mean the co-ordination group between Public Health Wales and Executive Directors of Public Health, which meets on a monthly basis.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to any **Party** shall include that Party’s personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes fax and email.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **STATUS AND PRINCIPLES OF THIS MOU**

2.2 This MOU constitutes a NHS Contract under section 7 of the National Health Service (Wales) Act 2006 and as such shall abide by all sections and subsections of said Act.

2.3 Under s7 (5) this MoU must not to be regarded for any purpose as giving rise to contractual rights or liabilities. It is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties to this MOU. The Parties enter into this MOU intending to honour all their obligations as set out in this MOU.

2.4 The Parties agree to adopt the following principles when carrying out the Project:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) adopt a positive outlook. Behave in a positive, proactive manner;
- (e) adhere to all applicable laws.

2.5 Each Party warrants and represents to the other that, at the Commencement Date, it has the necessary power, authority and respective organisation's approval to enter into this MOU and the signatories are authorised to execute this MOU on that Party's behalf.

2.6 Should any dispute arise it shall be dealt with under s7 (6) NHS Wales and referral shall be made to Welsh Ministers for determination.

## 3. **ROLES AND RESPONSIBILITIES OF THE PARTIES**

3.1 The roles and responsibilities of the Parties are set out in Appendix A.

## 4. **PROJECT GOVERNANCE**

4.1 The Project Group is responsible for overseeing the delivery of the Project. The Project Group will comprise of such officers and members as the Parties shall agree and shall meet at a frequency to be determined by the Parties. Project Group Members to include:

### **PHW:**

Director of Health and Well-Being

### **The Health Board:**

Executive Director of Public Health

## 5. INDEMNITIES

5.1 Nothing in this MOU shall limit or exclude a Party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any other act, omission, or liability which may not be limited or excluded by law.

## 6. CONFIDENTIALITY

6.1 The Parties shall keep confidential all matters relating to the MOU and shall use all reasonable endeavours to prevent their employees from making any disclosure to any person of any matter relating to the MOU.

6.2 Clause 6.1 shall not apply to:

- 6.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under the MOU;
- 6.2.2 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 6;
- 6.2.3 any disclosure which is required by law (including any order of a Court of competent jurisdiction);
- 6.2.4 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or

6.3 Where disclosure is permitted the recipient of the information shall be made aware of the confidential nature of the information and shall be subject to appropriate obligations of confidentiality.

## 7. DATA PROTECTION AND FREEDOM OF INFORMATION

**For the purposes of this Clause 7 the following definitions apply:**

**Data Protection Legislation ("DPL"):** (i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

**Data Loss Event :** any event that results, or may result in, unauthorised access to Personal Data held by a Party under this MOU, and/or actual or potential loss and/or destruction of Personal Data in breach of this MOU, including any Personal Data Breach (as defined in the UK GDPR).

**Data Subject:** takes the meaning given in the UK GDPR

**DPA 2018:** Data Protection Act 2018

**EIR:** Environmental Information Regulations 2004

**FOIA:** Freedom of Information Act 2000

**UK GDPR:** the General Data Protection Regulation in the UK

**Personal Data:** takes the meaning given in the UK GDPR

**Data Protection**

7.1 Both Parties shall comply with the notification requirements under the Data Protection Legislation (DPL).

7.2 Both Parties shall duly observe their obligations under the DPL which arise in connection with this MOU and each Party will ensure that Personal Data is processed

only in accordance with its own policies on data protection, information security and retention of Personal Data to comply with its obligations under the DPL.

- 7.3 Neither Party shall perform its obligations under this MOU in such a way as to cause the other Party to breach any of its applicable obligations under the DPL. Each Party shall notify the other without undue delay in the event of a Data Loss Event.
- 7.4 The Parties shall collaborate to ensure compliance with their statutory obligations under the DPL, in particular, by providing five working days' notice to the other if it Party receives a request from a Data Subject to have access to that person's Personal Data; or a complaint or request relating to the other Party's obligations under the DPL;
- 7.5 Each Party will provide full co-operation and assistance in relation to any complaint or request made, including by providing the other Party with full details of the complaint or request; providing any Personal Data it holds in relation to a Data Subject (within the timescales required); and providing any information requested.

#### **Freedom of Information**

- 7.6 The Parties acknowledges that both are subject to the requirements of the FOIA and EIR, and should the request relate to the Project, shall assist and co-operate with the other Party to enable that Party to comply with the disclosure requirements under the FOIA and/or EIR.

### **8. TERM AND TERMINATION**

- 8.1 Notwithstanding the date of this MOU, the MOU shall take effect on the Commencement Date and shall continue for the Duration or until both Parties mutually agree that the obligations set out in Appendix A have been completed unless this MOU is terminated in accordance with Clause 8.4 or Clause 8.5
- 8.2 Notwithstanding any termination, the provisions of Clauses 5 (Indemnities), 6 (Confidentiality), 7 (Data Protection / FOI), 10 (Governing Law) and 20 (Dispute Resolution) shall remain in force.
- 8.3 Termination of this MOU shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.
- 8.4 If a Party
  - 8.4.1 commits a material breach of this MOU which cannot be remedied; or
  - 8.4.2 commits a material breach of this MOU which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other Party, the other Party may terminate this MOU (or any part thereof) with immediate effect.
- 8.5 The Parties may terminate this MOU at any time should both Parties wish to do so. For this to be binding the Parties must confirm to each other in writing that they do not wish to complete their obligations under the MOU.

### **9. OVERSIGHT, REVIEW AND VARIATION**

- 9.1 Monitoring of adherence to the MOU will be undertaken by the Public Health Leadership Group.
- 9.2 Ongoing review will be undertaken by the Public Health Leadership Group.
- 9.3 This MOU may only be varied by collective agreement of the Public Health Leadership Group

### **10. GOVERNING LAW AND JURISDICTION**

- 10.1 This MOU shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 11. **FAIR DEALINGS**

- 11.1 The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this MOU and they declare it to be their intention that this MOU shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this MOU. Unfairness to either of them does or may result then the other shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

## 12. **COUNTERPARTS**

- 12.1 This MOU may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

## 13. **FORCE MAJEURE**

- 13.1 In this MOU "Force Majeure" shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, epidemic or pandemic, fire, flood or storm.

- 13.2 If either Party is prevented or delayed in the performance of any or all of its obligations under this MOU by Force Majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events.

- 13.3 The Party affected by Force Majeure shall use all reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the MOU may be performed, despite the continuance of the Force Majeure event.

## 14. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 14.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

## 15. **SEVERABILITY**

- 15.1 If at any time any part of this MOU (including any one or more of the Clauses of this MOU or any sub-Clause or paragraph or any part of one or more of these Clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this MOU and the validity and/or enforceability of the remaining provisions of this MOU shall not in any way be affected or impaired as a result of that omission.

## 16. **WAIVER**

- 16.1 The rights and remedies of any Party in respect of this MOU shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies. The waiver by any Party of any breach of this MOU shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.



## 17. NOTICES

- 17.1 All notices under this MOU shall only be validly given, if given in writing, addressed to the specified representative of each Party set out below:

For PHW

Name:

Job Title:

Email address:

For the Health Board

Name: Jo McCarthy

Job Title: Deputy Director of Public Health

Email address: [Jo.McCarthy@wales.nhs.uk](mailto:Jo.McCarthy@wales.nhs.uk)

- 17.2 Any notices required to be given under this MOU must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or email at the address set out under 17.1 or at such other address as each Party may give to the other for the purpose of service of notices under this MOU. Where a notice is sent by email it shall also be sent by post.
- 17.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the Party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following delivery if sent by email.
- 17.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice sent by email, it shall be sufficient to show that it was addressed to the correct email address without any error message on the delivery receipt.

## 18. EXCLUSION OF PARTNERSHIP AND AGENCY

- 18.1 The Parties expressly agree that nothing in this MOU in any way creates a legal partnership between them.
- 18.2 No Party or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Party, except where expressly permitted by this MOU.

## 19. ASSIGNMENT AND SUB CONTRACTING

- 19.1 Neither Party shall assign or transfer the whole or any part of this MOU, without the prior written consent of the other Party except where expressly permitted by the MOU.

## 20. **DISPUTE RESOLUTION**

- 20.1 If either Party has any issues, concerns or complaints about the Project, or any matter in relating to this MOU, that Party shall notify the other Party and the Parties shall attempt in good faith to resolve any such issue, concern or complaint. Where possible, dispute resolution shall be managed by the specified representatives referred to under Clause 17 (Notices) of each Party.
- 20.2 If the issue cannot be resolved within a period of 30 days under Clause 20.1, the matter shall be escalated in writing by either Party to the respective Chief Executives (or equivalent) of the Parties to resolve the dispute between them.
- 20.3 If the matter cannot be resolved between the respective Chief Executives (or equivalent) of the Parties then the dispute shall be referred to Welsh Ministers for determination in accordance with Clause 2.6.

## 21 **AUTHORISATION**

- 21.1 The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to ensure that the Party that they are acting on behalf of will discharge their obligations under this MOU.

**IN WITNESS** OF WHICH THIS MOU IS SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:-

SIGNED FOR AND ON BEHALF OF **PUBLIC HEALTH WALES NATIONAL HEALTH SERVICE TRUST**

Name

Position

Dated

SIGNED FOR AND ON BEHALF OF **HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD**

Name            Steve Moore

Position        Chief Executive

Dated

## Appendix A

### ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

#### **Contents**

Introduction .....	10
Purpose of this scoping document.....	10
Relationship with TUPE Consultation .....	10
Understanding staff needs .....	11
Scope and contents of MoU – Part 1 .....	12
Public health workforce development and co-ordination .....	15
Specialty Training Programme for Public Health Consultants.....	15
Public Health Practitioner Registration Scheme.....	18
Professional appraisal .....	20
Continuing professional development of public health staff .....	22
Health protection on-call rota .....	23
Recruitment.....	25
Public health information and intelligence.....	27
Population-level information and intelligence .....	27
Environmental Public Health.....	30
Access to systems holding individual and case level public health data.....	31
Access to e-mail, drives, folders, shared areas.....	33
Access to PHW intranet .....	33
Potential Areas of focus for the MoU Part 2.....	35

## Introduction

This document is a deliverable under the Future Systems Working Workstream (FSW) of the Local Public Health Team (LPHT) Transfer Project.

A single Memorandum of Understanding (MoU) between Public Health Wales and Health Boards<sup>1</sup> is being developed to support the transfer of Local Public Health Teams (LPHTs) to Local Health Boards in September 2022.

The purpose of an MoU is for multiple organisations to commit jointly to achieving shared goals and outcomes. MoUs are neither legally binding documents, nor service level agreements. An effective process will be required to monitor adherence and continually improve the documents.

This MoU is being developed in two parts:

- MoU Part 1 which is focused on maintaining business continuity during the transfer. Given that LPHT staff will be transferring from PHW to Health Boards it is inevitable that there will be some changes to ways of working. However, it is also imperative that public health specialists stay connected across the system in areas such as professional development and sharing of information and intelligence, which the MoU Part 1 will seek to address. The TUPE process provides for full transfer of individual staff terms and conditions. The MoU Part 1 will cover the professional and knowledge-based links that will be required to maintain business continuity for local teams.
- MoU Part 2 which will be a future document focused on improving and strengthening the public health system across Wales, and is likely to involve additional stakeholders such as Welsh Government and local authorities. Work to put a collaborative process in place for developing this document will commence in mid-2022. This will be a much lengthier process compared to the MoU Part 1, and will therefore continue to run after the transfer has taken place.

## Purpose of this Appendix

This is an Appendix to MoU Part 1. Working with subject specialists and staff across PHW (including the LPHTs), the document identifies areas where there are risks to business continuity arising from the transfer. For each area, the following information is provided:

- the current position – current ways of working, systems and processes
- business continuity objectives
- risks arising from the transfer and mitigations set out
- specific MoU commitments for addressing the risks

---

<sup>1</sup> It should be noted that the updating of the broader MoU between PHW and Health Boards, covering areas such as microbiology and screening, is out of scope of the LPHT Transfer Project. It is anticipated the MoU documents being produced here will form part of this broader document once updated by PHW corporately.

## Relationship with TUPE Consultation

Employees within the LPHTs will automatically transfer to the Health Boards on the transfer date, with their terms and conditions of service protected, in accordance with the TUPE Regulations. All affected staff are being consulted on this process. This document is wholly separate to this consultation process, as staff term and conditions are protected by the above regulations.

PHW and all health boards agree that TUPE applies to the transfer of staff and all parties will act in accordance with TUPE both during and after the transfer.

## Understanding staff needs

To assist in understanding the needs of staff being transferred, a number of staff personas have been identified in order to identify and address specific needs more precisely in this MoU. These are set out below:

Staff persona	Description
A) Consultant (medical)	A GMC registered public health consultant
B) Consultant (non-medical)	A UKPHR or a GDC-registered public health consultant
C) Specialty Registrars	A trainee Consultant on the Specialty Registrar scheme
D) Practitioners	This grouping covers: <ul style="list-style-type: none"> <li>• Health Improvement Practitioners – AfC 5</li> <li>• Public Health Practitioners – AfC 6</li> <li>• Senior Public Health Practitioners – AfC 7</li> <li>• Principal Public Health Practitioners – AfC 8a</li> </ul>
E) Other staff	This grouping covers: <ul style="list-style-type: none"> <li>- Programme and project management staff</li> <li>- Business Support staff</li> </ul>

These personas are used in the scoping sections to follow.

## Scope and contents of MoU – Part 1

The scope and specific commitments within MoU Part 1 are summarised in the table below:

Area	Specific MoU commitments
<b>Public health workforce development and co-ordination</b>	
Specialty Training Programme for Public Health Consultants	<ol style="list-style-type: none"> <li>1) Continuing provision of supervisors and placements in central and local teams to ensure Registrars can access support to gain all their competencies</li> <li>2) Continuing support and training from PHW and Health Boards for supervisors as required by the Wales Deanery and Faculty of Public Health</li> <li>3) To support local placements, Health Boards to provide Registrars with office accommodation (including desk space) and the means to access Health Board IT systems.</li> </ol>
Public Health Practitioner Registration Scheme	<ol style="list-style-type: none"> <li>1) Public Health Wales continues to fund and host the Local Assessment Scheme, and ensures that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.</li> <li>2) Continuing organisational commitment to supporting staff participation in the Scheme, to enabling GMC/GMD/UKPHR Specialists to undertake validation activity required to support the scheme, and to supporting already registered staff complete the specialist portfolio route.</li> <li>3) All existing training, mentoring and other opportunities provided under the scheme will remain fully available to LPHT staff participating in the scheme.</li> </ol>
Professional appraisal	<ol style="list-style-type: none"> <li>1) The Responsible Officer in each Health Board becomes responsible for GMC revalidation for medically-trained Consultants in Public Health.</li> <li>2) Medical and non-medical Consultants in Public Health are able to have continued access to a public health professional appraiser should they wish.</li> <li>3) There is continued organisational support from HBs and PHW for public health consultants to be professional appraisers.</li> <li>4) All public health specialists transferring to health boards are being offered continued access to appraisers co-ordinated by PHW by PHW's Revalidation Officer.</li> </ol>
Continuing professional development of public health staff	<ol style="list-style-type: none"> <li>1) PHW's high cost training budget to remain open to all LPHT staff members after transfer.</li> </ol>

	<p>2) Health Boards will work with HEIW to ensure their professional workforce development funding is increased to reflect the LPHT transfer, and that this additional funding is used wholly for the benefit of professional public health staff in LPHTs.</p> <p>3) Any surplus places for public health learning and development activities will be offered to public health staff in other organisations.</p>
Health protection on-call rota	<p>1) Honorary Contracts to be issued by PHW to all LPHT Consultants prior to transfer to enable them to continue to support PHW's health protection rota.</p>
Recruitment	<p>1) All organisations commit to offering public health vacancies on an 'open to anyone' basis using the Trac Recruitment system.</p> <p>2) Local Public Health Team staff TUPE transferred from Public Health Wales will be eligible to apply for any Public Health Wales 'Internal Only' vacancies advertised on Trac for a protected period of 3 years.</p> <p>3) All organisations to support continuing staff movement across the public health system via recruitment or secondment initiatives in accordance with the All Wales Secondment Policy.</p>
<b>Public health information and intelligence</b>	
Population-level information and intelligence	<p>1) PHW to continue to develop annual surveillance and health intelligence work programmes with Executive Directors of Public Health.</p> <p>2) PHW to continue to offer a first point of contact for smaller data requests through the Observatory and Cancer Analysis Team, and consider extending this model to other relevant PHW functions.</p>
Environmental Public Health	<p>1) PHW to ensure there is continued access to current levels of expert support and specialist advice on environmental public health.</p>
Access to systems holding individual and case level data	<p>1) Access to the Quit Manager (smoking cessation) system is maintained for LPHT staff transferring to Health Boards.</p> <p>2) Access to Tarian and Groupware is maintained for LPHT staff who require continuing access.</p> <p>3) Access to the CRM system is maintained for LPHT staff who require continuing access.</p>



Access to e-mail, drives, folders, shared areas	1) LPHT staff and teams to retain access to all business and personal information, as well as e-mail addresses and calendars.
Access to PHW intranet	1) LPHT staff to have continuing access to the PHW intranet and branch-off sites

## 1. Public health workforce development and co-ordination

### *Specialty Training Programme for Public Health Consultants*

Relevant to personas: A, B, C
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Responsible Officer)</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Sion Lingard – Specialty Training Programme Director</p> <p>Dr Rhianwen Stiff, Head of School for Public Health and Microbiology</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>The Wales Specialty Training Programme is a competitive entry programme for eligible junior doctors and multidisciplinary professionals as part of the process to support them achieving specialist registration.</p> <p>Public health specialist training in Wales is commissioned by Health Education and Improvement Wales (HEIW). Public Health sits in a specialty school, Public Health and Microbiology, within HEIW (formerly the Wales Deanery).</p> <p>All public health Registrars in Wales are employed by Public Health Wales, which acts as their Local Educational Provider. This will no change following LPHT transfer.</p> <p>There are currently opportunities, through the programme, to work within the NHS, local and national government and a host of other partner organisations. The programme has 22 public health training slots for Registrars located across the country.</p> <p>The training programme in Wales has one Head of School, two Training Programme Directors (TPD) and two Deputy TPDs. However, for this MoU, only the Public Health element of this training programme will be affected.</p> <p>The programme is dependent on the following types of Consultant-level ‘trainers’ to ensure that Registrars are properly supported throughout:</p> <ul style="list-style-type: none"> <li>• Educational Supervisors manage and lead a Registrars training from beginning to end. These roles are typically performed by more experienced Consultants.</li> <li>• Academic Supervisors provide advice to the Registrar on the academic aspects of their work, so is less involved in their training</li> <li>• Placement / Clinical Supervisors who supervise a Registrar on their placement in a particular team. Without a Placement or Clinical Supervisor, a team is not able to support training.</li> </ul>

All trainers sign an Educational Supervision Agreement with the Wales Deanery and Local Education Provider to ensure high quality educational supervision in post graduate medical education and training.

Business continuity objectives:

To maintain the current arrangements by:

- 1) Public Health Wales continuing as the Local Educational Provider for the programme, and continuing to employ all specialty registrars
- 2) Continuing availability of placements for Registrars within Public Health Wales and Health Boards (LPHTs).
- 3) Continuing organisational support for supervisors and placement supervisors from Public Health Wales and Health Boards (LPHTs) in line with Education Supervision Agreements
- 4) Ensuring that registrars are able to access systems and suitable office accommodation when on local placements.

Risks and issues arising from the transfer:

- 1) There is a risk that supervisors will no longer be available in Health Boards for supporting the training programme.

Mitigation: As a minimum, all teams must continue to have a Placement/ Clinical Supervisor in place to support Registrar placements. There will also need to be sufficient Educational Supervisors in place across the system (at a maximum ratio of four trainees to one supervisor). The number of supervisors is currently monitored by the Deanery through a database which is accessible to Local Educational Providers.

- 2) There is a risk that the trainees will not be able to access Health Board systems when on local placements.

Mitigation: When on local placements, registrars will need to be issued with LHB IT equipment to ensure they can access Health Board systems (or an equivalent solution).

- 3) There is a risk that dedicated desk space for registrars will be lost at existing LPHT office locations. The Local Education Provider and GMC guidelines for registered placements does require PHW to ensure that there is a provision dedicated for registrars use. This is particularly key in Preswylfa as these are identified bases linked to funding and are registered with the GMC.

Mitigation: PHW's property and facilities team are currently in discussions with the two Health Boards (Betsi Cadwaladr and Hywel Dda) where local public health teams are currently using PHW accommodation, and ensuring office space for registrars will need to be factored into these discussions. Also this is addressed via Commitment 3 below.

Proposed MoU commitments:

- 1) Continuing provision of supervisors and placements in central and local teams to ensure Registrars can access support to gain all their competencies
- 2) Continuing support and training from PHW and Health Boards for supervisors as set out in Education Supervision Agreements in line with Wales Deanery and Faculty of Public Health guidance.
- 3) To support local placements, Health Boards to provide Registrars with office accommodation (including desk space) and the means to access Health Board IT systems.

### *Public Health Practitioner Registration Scheme*

Relevant to personas: C
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Executive Medical Director)</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Executive Directors of Public Health</p> <p>Kelly McFadyen, UKPHR Co-ordinator for Wales</p>
<p>Current arrangement:</p> <p>Public Health Wales hosts the Local Assessment Scheme for Public Health Practitioners in Wales. This involves:</p> <ul style="list-style-type: none"> <li>• Scheme Coordination and Administration</li> <li>• Intakes (usually on an annual basis) of cohorts of practitioners</li> <li>• Recruiting and training volunteer mentors, assessors and verifiers</li> <li>• Providing portfolio skills development support and CPD</li> <li>• Facilitating access to e-portfolio Learning Assistant Platform</li> <li>• Monitoring progress, providing advice to practitioners, assessor and verifiers</li> <li>• Chairing the Wales Verification Panel and providing secretariat</li> <li>• Promotion and publicity</li> <li>• Supporting re-validation of registered Practitioners</li> </ul> <p>Currently any practitioner (at a minimum of NHS Band 5 or equivalent) who meets the scheme application criteria is eligible to apply, including from Public Health Wales, other NHS Wales organisations, local authorities and third sector.</p> <p>The Scheme relies on voluntary UKPHR-trained assessors and verifiers. There is currently a shortage of verifiers, who must be Public Health Consultants.</p>
<p>Business continuity objectives:</p> <p>To maintain the Public Health Practitioner Registration Scheme through:</p> <ol style="list-style-type: none"> <li>1) Public Health Wales continuing to host the Local Assessment Scheme, and ensure that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.</li> <li>2) Continuing accessibility of the scheme to practitioners within Health Boards, and other organisations outside PHW such as local authorities.</li> <li>3) Continuing organisational support for volunteer mentors, assessors and verifiers from PHW and LHBs (local public health teams)</li> <li>4) Continuing professional development opportunities for registered practitioners</li> <li>5) Continuing access to evidence (e-mails, reports, papers, work plans)</li> </ol>

Risks and issues arising from transfer:

- 1) There is a risk of increasing demand for the Scheme from practitioners in LPHTs (as a means of staying professionally connected in the context of the transfer), which would require more resource.

Mitigation: Undertake early assessment of changes in demand for the scheme arising from the transfer, and any additional resources required.

- 2) There is a risk there will be reduced organisational support for the Scheme.

Mitigation: Ensure a mutual commitment to supporting the Scheme is included in this MoU, and that adherence to this principle can be gauged objectively

- 3) There is a risk that new re-validation requirements will require registered UKPHR practitioners to have paperwork and evidence countersigned by a GMC/GMD/UKPHR Specialist, access to which may become limited in some areas of the system.

Mitigation: Ensure there is a mutual commitment to making these specialists available for revalidation is included in this MOU.

Proposed MoU commitments:

- 1) Public Health Wales continues to host the Local Assessment Scheme, and ensures that learning and development opportunities continue to be accessible to practitioners on the scheme both inside and outside PHW.
- 2) Continuing organisational commitment to supporting staff to participate in the Scheme, to enabling GMC/GMD/UKPHR Specialists undertake validation activity required to support the scheme, and to supporting already registered staff complete the specialist portfolio route.
- 3) All existing training, mentoring and other opportunities provided under the scheme will remain fully available to LPHT staff participating in the scheme.

### *Professional appraisal*

Relevant to personas: A, B
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Dr Eleri Davies, Deputy Medical Director</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Executive Directors of Public Health</p> <p>Local Health Board Responsible Officers</p> <p>Local Health Board Executive Directors of Workforce and OD</p> <p>Sion Lingard – Appraisal Lead</p>
<p>Current arrangement:</p> <p>A qualified Consultant in Public Health is required to obtain specialist registration with the GMC, GDC or the UKPHR, depending on their professional background.</p> <p>Doctors must maintain registration with the GMC and have a licence to practise. There is a UK-wide statutory validation process in which a licence is granted for a period of up to 5 years and is only renewed subject to a satisfactory revalidation recommendation to the GMC from their organisation's Responsible Officer (RO). Revalidation is founded on a system of annual professional appraisal, which reassures the public, stakeholders and other professionals that the doctor is up to date and fit to practise. In Wales, this is done through the Medical Appraisal Revalidation System (MARS).</p> <p>From the 1 April 2019, UKPHR Specialist Registrants must also maintain their registration via a 5-yearly non-statutory revalidation system, founded on an annual professional appraisal together with satisfactory completion of other components, such as an on-going commitment to continuing professional development and the provision of supporting information on quality improvement activity. There is no system of ROs within the UKPHR scheme.</p> <p>Most Consultants in Public Health (both medical and non-medical) employed by Public Health Wales, and those employed through Health Boards, currently have another Consultant in Public Health to undertake their appraisal, although there are examples of non-public health medical Consultants undertaking public health appraisals.</p>
<p>Business continuity objectives:</p> <p>1) Continuation of public health professional appraisal arrangements for medical and non-medical consultants.</p>

Risks and issues arising from transfer:

- 1) There is a risk that Consultants in Public Health transferring to Local Health Boards no longer have access to a public health professional appraiser, or have access to the MARS system and 360 degree review process.

Mitigation: Include a commitment in the MOU to continuing provision of professional appraisers for medical and non-medical public health consultants, as well as continuing access to the MARS system and 360 degree review process. Also any public health specialist transferring to health boards has been offered continued access to appraisers co-ordinated by PHW by the Revalidation Officer.

Proposed MoU commitments:

- 1) The Responsible Officer in each HB becomes responsible for GMC revalidation for medically-trained Consultants in Public Health.
- 2) Medical and non-medical Consultants in Public Health are able to have continued access to a public health professional appraiser should they wish.
- 3) There is continued organisational support from HBs and PHW for public health consultants to be professional appraisers.
- 4) All public health specialists transferring to health boards are being offered continued access to appraisers co-ordinated by PHW by PHW's Revalidation Officer.



### *Continuing professional development of public health staff*

<p>Relevant to personas: A, B, C, D</p>
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Dr Eleri Davies – Deputy Medical Director</p> <p>Giri Shankar – Director of Health Protection</p> <p>Robin Howe – Director of Infection</p> <p>Andrew Jones – Deputy Director, Health Protection and Screening Directorate</p> <p>Neil Lewis, Director of People and Organisational Development</p> <p>Executive Directors of Public Health</p> <p>Local Health Board Executive Directors of Workforce and OD</p>
<p>Current arrangement:</p> <p><u>Funding</u></p> <p>Within Public Health Wales, professional development for public health staff is currently funded through:</p> <ol style="list-style-type: none"> <li>1) A central 'high cost training' budget (£30k in 2022/23) within Public Health Wales (People and OD), which is used to fund development opportunities in both public health and non-public health areas for staff across the organisation, ranging from advanced qualifications (e.g. Masters in Public Health) to one off training sessions. It should be noted that funding under this post is only approved for a maximum of one year, irrespective of course length.</li> <li>2) A central budget for public health system workforce development, which largely funds the Practitioner Registration Scheme across Wales annually (e.g. e-portfolio, membership, training)</li> <li>3) Annual post-graduate education funding from HEIW for professional workforce development (advanced clinical practice and extended skills development) for registered professionals (public health, radiographers, healthcare scientists, bio-medical scientists, but not including registered public health medics and dentists). This funding (£55k in 2022/23) is allocated based on workforce headcount and, therefore, a small proportion of this funding would effectively transfer out of PHW as a result of the LPHT Transfer.</li> <li>4) Individual Divisions and teams locally funding professional development from their own budgets, which currently accounts for a significant proportion of total funding across PHW for learning and development.</li> </ol> <p><u>Study leave</u></p> <p>Under Public Health Wales' Supporting Learning and Development Policy, study leave is determined locally. Existing study leave entitlements will transfer over with staff as part of TUPE.</p>

**Business continuity objectives:**

- 1) Ensure that professional development support for LPHT staff is not disrupted due to the transfer, including funding of support and study leave arrangements.
- 2) Ensure that PHW's existing funding for system-wide workforce development continues.
- 3) Ensure there is a mutual commitment to supporting professional development for public health staff in line with public health KSF competencies and UKPHR standards.

**Risks and issues arising from transfer**

- 1) There is a risk that LPHT staff professional development is reduced or disrupted due to staff uncertainty regarding transitional support arrangements.  
Mitigation: This is addressed through 1) the transfer of core LPHT non-pay budgets from PHW as well as staff; 2) keeping the high cost training budget open to LPHT staff; and 3) ensuring that LHB professional development resources from HEIW are allocated wholly to LPHT staff.
- 2) There is a risk that PHW's high cost training budget is inundated with LPHT staff applications  
Mitigation: There is always a risk that this budget may be over-subscribed from time to time by applications from any professional staff category. Funding demand will continue to be monitored through this year, and there will be clear communication with staff should the budget become oversubscribed. Funding will continue to be allocated on an objective basis according to clear criteria.

**Proposed MoU commitments:**

- 1) PHW's high cost training budget remains open to all LPHT staff members after transfer, recognising that this budget is relatively small and that it will continue to be open to all PHW staff. Also this budget is likely to be reviewed as part of workforce development considerations within the MoU Part 2.
- 2) Health Boards will work with HEIW to ensure their professional workforce development funding is increased to reflect the LPHT transfer, and that this additional funding is used wholly for the benefit of professional public health staff.
- 3) Public Health Wales and Health Boards will offer any surplus places on learning and development courses to public health staff in other organisations.
- 4) For part-funded courses, it will not be possible to fund through salary sacrifice beyond February 2022.
- 5) Post transfer, staff withdrawing from courses which continue to receive Public Health Wales funding will be liable for repayment of funds to Public Health Wales. Health Boards will inform Public Health Wales if an individual withdraws from a course.

*Health protection on-call rota*

Relevant to personas: A, B
<p>Key stakeholders:</p> <p>Dr Meng Khaw, National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Giri Shankar, Director of Health Protection</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>LPHT Consultants currently support Public Health Wales' national Health Protection Out of Hours rota, covering first and second on call during weekdays and overnight (10pm-9am) during weekdays and weekends. This duty is currently included in all LPHT Consultant job descriptions and therefore forms part of terms and conditions.</p> <p>The rota is currently part of a broader review of national health protection, and it is likely that a separate organisational change process (OCP) will need to be run by PHW's Health Protection Division to implement the review outcomes. However, a planning assumption is that LPHT Consultants will transfer with a continuing contractual obligation to support the PHW rota.</p>
<p>Business continuity objectives:</p> <p>1) To ensure that the transfer does not affect the stability of the Health Protection rota by ensuring that LPHT Consultants are able to continue to support the rota.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that LPHT Consultants will withdraw from the rota as they no longer be indemnified through a PHW contract.</p> <p>Mitigation: Honorary Contracts will be issued by PHW to all LPHT Consultants prior to transfer which will provide continuing indemnity for supporting the health protection rota.</p>
<p>Proposed MoU commitment</p> <p>1) Honorary Contracts to be issued by PHW to all LPHT Consultants prior to transfer to enable them to continue to support the health protection rota.</p>

## Recruitment

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Neil Lewis, People and Organisational Development Director</p> <p>Local Health Board Workforce Directors</p>
<p>Current arrangement:</p> <p>There is currently a regular interchange of staff between central PHW teams and LPHT teams and vice versa through recruitment and secondment, which allows for a healthy exchange of knowledge, experience and skills and a stronger public health system overall.</p> <p>NHS organisations primarily use the Trac recruitment system to fill vacant positions, which are then advertised on <a href="#">NHS jobs</a>, <a href="#">NHSJobs.com</a>   <a href="#">trac.jobs</a>, <a href="#">Job Search   Indeed</a>, and if band 5 or above automatically on <a href="#">Jobs   LinkedIn</a>. Trac can be used to advertise vacancies on a permanent, fixed term or secondment basis. Most vacancies on Trac are open to anyone, however some posts are 'internal-only' where it is deemed the talent and skill-set exist within an organisation.</p> <p>There are also a few types of vacancies advertised outside Trac:</p> <ul style="list-style-type: none"> <li>• Vacancies arising from organisational restructuring, where it is often the case that appointments can only be made from within the department affected in order to avoid displacement/ redundancy.</li> <li>• Vacancies which are short term (e.g. covering sickness absence, acting up), for which an internal Expression of Interest (Eoi) can be used.</li> </ul>
<p>Business continuity objectives:</p> <p>1) To maintain the current interchange of staff between central and local teams.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that vacancies which are appropriate for open competition continue to be offered on an 'internal-only' basis or Eoi basis, which would restrict movement of staff across the system.</p> <p>Mitigation: All organisations commit to offering vacancies on an 'open to anyone' basis using Trac where it is possible and appropriate to do so (Proposal 1)</p>
<p>Proposed MoU commitments:</p> <p>4) All organisations commit to offering public health vacancies on an 'open to anyone' basis using the Trac Recruitment system.</p> <p>5) Local Public Health Team staff TUPE transferred from Public Health Wales will be eligible to apply for any Public Health Wales 'Internal Only' vacancies advertised on Trac for a protected period of 3 years.</p>

- 6) All organisations to support continuing staff movement across the public health system via recruitment or secondment initiatives in accordance with the All Wales Secondment Policy.

## Public health information and intelligence

### Population-level information and intelligence

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Iain Bell, Executive National Director for Public Health Data, Knowledge and Research</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>PHW Head of Informatics</p> <p>Nathan Lester, Head of Observatory and Cancer Analysis Team (OCAT)</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>Public Health Wales produces a wide range of population level information and intelligence outputs and products for health protection, health improvement and health care/ service improvement. Consultants, practitioners and others in multi-disciplinary LPHTs require access to this information, amongst other functions, in order to:</p> <ul style="list-style-type: none"> <li>• assess local public health needs</li> <li>• assemble data and evidence to inform local policies, strategies and intervention, including sharing information with Public Service Boards (PSBs) and contributing to Local Well-Being Assessments</li> <li>• monitor progress towards local public health outcomes</li> <li>• respond to and manage communicable disease outbreaks</li> <li>• respond to and manage possible clusters of non-communicable disease and/or environmental hazards (e.g. concerns about clusters of cancers, suicides)<sup>2</sup></li> </ul> <p>The following publicly accessible sites already make available a significant amount of public health data for regional / local analysis, namely:</p> <ul style="list-style-type: none"> <li>• <a href="#">Rapid Covid-19 Surveillance</a> dashboard on Tableau, which enables public access to a wide range of graphs and tables, including an ability to manipulate this data.</li> <li>• <a href="#">Health Protection page</a> on Tableau which includes a wide range of charts on communicable diseases, immunisation uptake and environmental hazards (air pollution).</li> <li>• <a href="#">Immunisation</a></li> <li>• <a href="#">Vaccine Preventable Disease Programme surveillance (currently being transferred to Sharepoint)</a></li> <li>• <a href="#">Screening</a> statistical reports</li> </ul>

<sup>2</sup> Based on *First line response to concerns about non-communicable disease clusters* (Public Health Wales, May 2014)

- [Public Health Observatory](#)
- [Welsh Cancer Intelligence and Surveillance Unit \(WCISU\)](#)
- [Congenital Anomaly Register and Information Service \(CARIS\)](#)
- [Child Measurement Programme](#)

A stated objective in the Public Health Wales 2022-25 IMTP is to “utilise emerging technologies and data science to give public health professionals and the wider system right-time information to deliver services”. There is already good progress being made, with on-going developing enhancements in new and novel data availability with or without commentary and interpretation, and in data timeliness, granularity and presentation, with improving functionality of data presentation and interrogation tools.

Additionally, teams such as CDSC, the Observatory and Cancer Analysis Team (with, for example, WCISU, CARIS, CMP etc) and the Evidence Service respond to requests from local teams for bespoke analysis, which also informs annual work programmes. Currently the Observatory and Cancer Analysis Team operates a ‘first point of contact’ model for each LPHT for smaller pieces of work and this will continue, whilst larger requests are made through the Executive Directors of Public Health Group.

Services currently provided by the Evidence Service will remain largely unchanged. Requests from local teams will be dealt with in line with current prioritisation arrangements and will remain equitable with requests from elsewhere within PHW; the exception to this may be the infrequent cost of requesting paid-to-view journal articles and books which may need to be covered by the Health Board, or accessed free of cost through their services.

In relation to the provision of vaccination/ infection surveillance point of view, existing LPHT contacts/ stakeholders will continue to have access to surveillance reports at the same level, in the same way that other key stakeholders in health boards already do (for example health board immunisation coordinators).

Business continuity objectives:

- 1) To ensure that LPHT staff have the population-level data they need to perform their roles effectively in respect of both communicable and non-communicable disease, in addressing health inequalities and the wider determinants of health, including risky health behaviours and environmental hazards.
- 2) To continue to develop purposeful relationships on data between PHW and LPHTs (through Health Boards and with Executive Directors of Public Health directly)
- 3) To continue to demonstrate continuous improvement and responsiveness to customer needs, including having a clear process for LPHTs to request specific analytical work from PHW teams.

Risks and issues arising from transfer:

- 1) There is a risk that LPHT staff may find it more difficult to influence PHW work programmes for surveillance and health intelligence.

Mitigation: Continue to develop the process for LPHTs to inform surveillance and health intelligence work programmes.

- 2) There is a risk that access may be restricted to suitable evidence based resources such as Public Health journals which are not routinely available through library services in Health Boards.

Mitigation: To be explored further with PHW Evidence Service once the full risk is understood and costed.

Proposed MoU commitments:

- 1) PHW to continue to develop annual surveillance and health intelligence work programmes with Executive Directors of Public Health.
- 2) PHW to continue to offer a first point of contact for smaller data requests through the Observatory and Cancer Analysis Team, and consider extending this model to other relevant PHW functions.



### *Environmental Public Health*

Relevant to personas: A, B, C, D
<p>Key stakeholders:</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (Public Health Wales Responsible Officer)</p> <p>Giri Shankar, Health Protection Director</p> <p>Sarah Jones, Lead Environmental Public Health Consultant</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>Public Health Wales currently provides specialist advice and support on environmental public health to Executive Directors of Public Health, Local Public Health team staff, along with Local Health Boards, Local Authorities and other agencies. Such advice and support includes:</p> <ul style="list-style-type: none"> <li>• Environmental Public Health Service ‘Duty Desk’ rota.</li> <li>• Provision of resilient Environmental Public Health services to meet emergency preparedness, resilience and response responsibilities</li> <li>• Provision of resilient advice and support services to assess and manage risks from acute incidents and environmental public health enquiries</li> <li>• Provision of advice and guidance to support proactive efforts to protect and improve health in relation to environmental harms and benefits, and prevent health harms, in order to reduce the burden of environmental harms on health and narrow inequalities in exposure to environmental harms and associated health outcomes.</li> <li>• Responses to planning and industrial environmental permit applications, as well as relevant wider environmental public health consultations.</li> <li>• Cancer cluster investigation</li> <li>• Surveillance data and evidence updates in relation to environmental public health outcomes in Wales.</li> </ul>
<p>Business continuity objectives:</p> <p>To ensure that current levels of environmental public health support to Executive Directors of Public Health and Local Public Health Team staff remain in place.</p>
<p>Risks and issues arising from transfer:</p> <p>No risks or issues identified</p>
<p>Proposed MoU commitments:</p> <p>1) PHW to ensure there is continued access to current levels of expert support and specialist advice on environmental public health.</p>

*Access to systems holding individual and case level public health data*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>Executive Directors of Public Health</p> <p>Iain Bell, Executive National Director for Public Health Data, Knowledge and Research</p> <p>PHW Head of Informatics</p> <p>Dr Meng Khaw – National Director Health Protection and Screening Services (PHW Responsible Officer)</p> <p>Caldicott and Alternate Caldicott Guardians</p> <p>John Lawson, Head of Information Governance</p> <p>Health Boards Heads of Information Governance/ Caldicott Guardians</p>
<p>Current arrangement:</p> <p>LPHT staff currently have access to a number of public health systems which gather and hold individual and case-level data, for which Public Health Wales is the data controller. There are also a number of existing data sharing arrangements in place between PHW and Health Boards, for example sharing of Help Me Quit client information.</p> <p>The following systems have been identified to which LPHT staff will need to have continued access:</p> <ol style="list-style-type: none"> <li>1. Quit Manager, which is currently used by Public Health Wales and Health Board staff for delivering Help Me Quit (HMQ) smoking cessation support. Currently designated staff working on the HMQ programme have access to this system. When community HMQ services were transferred to Health Boards in October 2019, a Data Protection Impact Assessment was undertaken, and a Data Sharing Agreement was put in place to provide for the sharing of client records between organisations for the purpose of service fulfilment. This system is due to be replaced during 2022-23, however continued Quit Manager access will continue to be needed by specified LPHT staff for continued local delivery of HMQ services.</li> <li>2. Tarian and Groupware. Currently PHW Consultants and Specialty Registrars who support the Health Protection Out of Hours rota or are managing local outbreaks, require access to Tarian and Groupware for record keeping and access to information. All LPHT Consultants will continue to need access to these systems to enable them to support the OOH rota and for local outbreak management.</li> <li>3. CRM system for recording Covid-19 cases. Depending on the future progression of Covid-19, there is likely to be a need for continued access to the national CRM system used for Covid. While this isn't a PHW-specific system, there is a need</li> </ol>

to ensure that LHBs enable access via their firewalls if not already available, working with DHCW as required.
<p>Business continuity objectives:</p> <ol style="list-style-type: none"> <li>1) To ensure that LPHT staff (who require access) continue to maintain access to specific PHW public health systems which is required to perform a statutory function.</li> </ol>
<p>Risks and issues arising from transfer:</p> <ol style="list-style-type: none"> <li>1) There is a risk that access to critical systems ceases or is disrupted during the transfer process, resulting in business disruption. Mitigation – see proposals</li> </ol>
<p>Proposed MoU commitments:</p> <ol style="list-style-type: none"> <li>1) Access to the Quit Manager (smoking cessation) system is maintained for LPHT staff transferring to Health Boards.</li> <li>2) Access to Tarian and Groupware access is maintained for LPHT staff who require continuing access.</li> <li>3) CRM access is maintained for LPHT staff who require continuing access.</li> </ol>

### *Access to e-mail, drives, folders, shared areas*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>PHW Head of Informatics</p> <p>John Lawson, Head of Information Governance</p> <p>Executive Directors of Public Health</p> <p>Health Board Directors of Digital</p>
<p>Current arrangement:</p> <p>Existing LPHT staff data is currently held by PHW in email, file shares, OneDrive, Microsoft Teams and SharePoint as well as contained within systems such as Datix, ESR, Oracle etc. Maintaining full access to such data, particularly e-mail in-boxes and archives, was identified by LPHT staff as a key area of concern.</p>
<p>Business continuity objectives:</p> <ol style="list-style-type: none"> <li>1) To ensure that LPHT staff retain access to professional, business and personal data</li> <li>2) To ensure there is a smooth transition from Public Health Wales to HB e-mail accounts</li> </ol>
<p>Risks and issues arising from transfer:</p> <ol style="list-style-type: none"> <li>1) There is a risk that LPHT staff will lose access to professional, business and personal data</li> <li>2) There is a risk that sensitive data is transferred from Public Health Wales to a Health Board</li> <li>3) There is a risk that Public Health Wales loses access to data required for a future Covid-19 inquiry.</li> </ol> <p>To address these risks, an 'account transfer approach' is proposed in which existing NADEX accounts are transferred to Health Boards allowing transferring PHW staff to retain access to their email, OneDrive, relevant Teams and SharePoint online data. Staff calendars will remain and they will retain their email address. This is the established method for PHW staff or posts transferring to another NHS organisation.</p> <p>To proceed with this approach, there will be a need to:</p> <ol style="list-style-type: none"> <li>1) Secure PHW Information Governance approval for the preferred option.</li> <li>2) Agree a method for meeting Covid 19 Public Enquiry requirements for retaining a copy of all relevant staff data at the transfer date.</li> </ol>
<p>Proposed MoU commitments:</p> <ol style="list-style-type: none"> <li>1) LPHT staff and teams will retain access to all business and personal information, as well as e-mail addresses and calendars.</li> </ol>

### *Access to PHW intranet*

Relevant to personas: A, B, C, D, E
<p>Key stakeholders:</p> <p>PHW Head of Informatics</p> <p>PHW Head of Communications</p> <p>Executive Directors of Public Health</p>
<p>Current arrangement:</p> <p>LPHT staff have indicated, via an informatics survey, that they value having access to PHW's Intranet, for reasons such as:</p> <ul style="list-style-type: none"> <li>- Continuing professional development, particularly to ensure that staff do not miss out on training, knowledge share, funding opportunities etc.</li> <li>- Having access to certain data-sets which continue to be intranet-only</li> <li>- Being able to participate in the daily affairs of PHW</li> </ul> <p>Granting LPHT staff continued access to the PHW intranet and branch-off sites (e.g. VPDP) would allow these staff to remain at the core of PHW's professional and corporate affairs by keeping up to date with the latest news, strategy and programme updates, learning and development opportunities and other information. Maintaining this access would therefore strengthen the public health system.</p> <p>To implement this solution, a process will be needed between Health Boards and PHW Informatics for updating access permissions to reflect staff changes in LPHTs.</p>
<p>Business continuity objectives:</p> <p>1) To ensure that LPHT staff retain access to PHW's intranet and branch off sites.</p>
<p>Risks and issues arising from transfer:</p> <p>1) There is a risk that LPHT staff will find it harder to stay up to date with PHW developments and opportunities.</p> <p>Mitigation – see proposal below.</p>
<p>Proposals and options:</p> <p>1) LPHT staff have continuing access to the PHW intranet and branch off sites</p>

## Potential Areas of focus for the MoU Part 2

The proposed focus of the MoU Part 2 will be to strengthen public health co-ordination, achieve greater strategic alignment and improve system working.

The following areas have been identified for inclusion in a strategic and collaborative process for developing the MoU Part 2. These are provisional at this stage and will need to be subject to further scoping and definition.

Area	Specific elements for further development
<b>Future system working</b>	<p>Maintaining and strengthening a public health in Wales system-wide approach and clarifying the role of Welsh Government, Public Health Wales, Health Boards and others in leading and enabling this.</p> <p>Identifying further opportunities for a “once for Wales” solution</p>
<b>Commissioning of and access to public health information resources</b>	<p>Continuous improvement in making public health data, intelligence and evidence more publicly accessible – both nationally and locally.</p> <p>Creation of integrated and accessible information systems and processes for evidence, information and intelligence, with data linked from multiple sources including primary care, secondary care and social care.</p> <p>Continuing development of processes for informing surveillance and health intelligence work programmes.</p>
<b>Strategic and programme development and co-ordination</b>	<p>Development of long-term population health strategy</p> <p>Health Protection – review of roles and responsibilities across system for both communicable and non-communicable disease</p> <p>Health Improvement - continued development, collaboration and alignment between national and local programmes within an agreed systems leadership framework.</p> <p>Healthcare public health – achieving consensus on what outcomes are being sought; what the national and local offer should be; clarifying roles and responsibilities; strengthening collaborative working across the system; recognition of key settings such a</p>

	<p>primary care; continuing access to professional expertise such as Dental Public Health.</p> <p>Methodology – review of approaches, methods and tools across the system to embed high standards and greater consistency, particularly in areas such as research into and evaluation of population health impact.</p> <p>Sustainability / climate change / decarbonisation</p>
<b>Workforce</b>	<p>Workforce planning – need for system-wide process (including opportunity to establish a system-wide Workforce Development Group)</p> <p>Consistency of public health roles across PHW, LHBs, Local Authorities, Third/ Voluntary Sector</p> <p>Practitioners – reassessment and revalidation arrangements for current scheme; need for advanced practitioner training scheme<sup>3</sup>; consideration of public health practitioner apprenticeships (at degree and masters level), as part of developing a public health career pathway.</p>
<b>Collaboration</b>	<p>Identification of key partners and interfaces required for further strengthening of the public health system, such as Public Service Boards, Local Delivery Groups, Regional Partnership Boards and Corporate Joint Committees.</p> <p>Exploration of more collaborative ways of working (e.g. matrix working – for example where specific LPHT staff have a recognised link role with a local authority and vice versa ; hot-desking opportunities in other organisations)</p> <p>Identification of infrastructure (e.g. digital platforms) required to collaborate more effectively</p>

<sup>3</sup> UK-wide scoping work around Advanced Practice is currently underway with Wales representation. There is a need to consider how to increase engagement across Wales in this development.