



CYFARFOD BWRDD PRIFYSGOL IECHYD UNIVERSITY HEALTH BOARD MEETING

DYDDIAD Y CYFARFOD: DATE OF MEETING:	30 March 2023
TEITL YR ADRODDIAD: TITLE OF REPORT:	Chief Executive's Report
CYFARWYDDWR ARWEINIOL: LEAD DIRECTOR:	Steve Moore, Chief Executive
SWYDDOG ADRODD: REPORTING OFFICER:	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 since the Board meeting held on 26 January 2023.

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

Register of Sealings

The Health Board'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 Health Board's Standing Orders refers).

Consultations

The Health Board receives consultation documents from a number of external organisations. It is important that the Health Board 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 that 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.

Strategic and Operational Issues: Local and Regional

Health and Social Care System for West Wales

In acknowledgement of the demographic and workforce challenges facing our health and social care system and the impact this is having on the well-being of the Welsh population, a discussion document known as *Further, Faster, Together* was recently presented to the Minister for Health and Social Services by Welsh Government (WG) Officers.

This document outlines the imperative for Local Authorities and Health Boards to evolve 'faster, further, together' and create an integrated community care service for Wales:

- *Further* means describing and establishing a comprehensive community care model to ensure a full range of preventative and early intervention services are available locally. This will involve new delivery structures, moving the workforce and creating new roles so that, for example, community first responder services, more therapy and reablement workers, enhanced domiciliary care roles, community nursing and allied health professionals are the priorities for service and workforce development.
- *Faster* means working to those ends by accelerating the development of local health and social care teams.
- *Together* means agreeing collectively the blueprint of seamless community care services that will be delivered in all our geographies; it acknowledges the significant investment made by WG through the Integrated Care Fund and Transformation Fund, and now the Regional Integration Fund, in innovation, and the premise now should be a consistent approach taken locally to implementing those initiatives that are the most successful in strengthening the web of community support.

While there is currently no policy in place to mandate this, the agenda presents opportunities to further ongoing discussions with Local Authority and wider partners to enhance and/or consider formal integrated community care arrangements at pace within the West Wales footprint.

Locally, the Health Board has been working closely with Local Authority colleagues for some time on initiatives aimed to improve system flow in the near term and take the necessary steps to prepare for next winter. In this regard, a plan, which is being co-sponsored by me and the CEO of Carmarthenshire County Council, has recently been agreed, which fits with the aims of *Further, Faster, Together* and builds on the strong joint work to develop our Home First initiative. Further updates on progress with this will be provided to Board and relevant committees in due course.

Following meetings with the senior officers of Pembrokeshire County Council to review the impact of *Operation Nightingale*, we have similarly agreed to establish a joint workshop in April 2023 to develop plans to develop a Home First approach in Pembrokeshire prior to next winter. Further updates will be provided to Board as these plans develop.

UK COVID-19 Inquiry

Members will recall that the Inquiry is an independent public inquiry to examine the COVID-19 pandemic in the UK. It has been set up *to examine the UK's response to and impact of the COVID-19 pandemic, and to learn lessons for the future*. In order to allow a full and focused examination of all of the different aspects of the pandemic that are covered in its Terms of Reference, the Inquiry's investigation has been divided into Modules. The Director of Corporate Governance/Board Secretary is the Senior Reporting Officer (SRO) and nominated decision-maker for the Health Board.

Module 3: Impact of COVID-19 Pandemic on Healthcare Systems in the 4 Nations of the UK opened on Tuesday 8 November 2022. It will examine the governmental and societal response to COVID-19, as well as assessing the impact that the pandemic had on healthcare systems, patients and healthcare workers. This will include healthcare governance, Primary Care, NHS backlogs, the effects on healthcare provision of vaccination programmes and Long COVID diagnosis and support.

Following legal advice, a group of Welsh NHS statutory bodies (Aneurin Bevan UHB, Betsi Cadwaladr UHB, Cwm Taf Morgannwg UHB, Hywel Dda UHB, Swansea Bay UHB and Velindre NHS Trust (excluding NHS Wales Shared Services Partnership), (the Applicant Group) submitted an application to be Joint Core Participants for Module 3; the Inquiry accepted this request.

The Inquiry held its first preliminary hearing for Module 3 on 28 February 2023, and the Applicant Group was represented at the hearing by Counsel and his legal team, supported by NHS Wales Legal and Risk Services. A link to the transcript of the hearing can be found on the Inquiry's website: [UK Covid-19 Inquiry \(covid19.public-inquiry.uk\)](https://www.covid19.public-inquiry.uk).

Citizen Voice Body

Members will be aware that from 1 April 2023, the Citizen Voice Body (CVB) will represent the voices and opinions of the people of Wales in respect of health and social care services. It will be independent of government, the NHS and local authorities, but will work with them and others to support the continuous improvement of person-centred services. The CVB replaces the existing Community Health Councils in Wales.

Welsh Government (WG) has stated that the CVB will:

- Listen to the views of the public about health and social care services;
- Help ensure that people's lived experiences shape the design and improvement of services – influencing local, regional and national plans and policy; and
- Help build greater connections between health and social care services, individuals and communities – promoting a truly representative citizen voice.

In representing the interests of the public, the CVB will engage with NHS bodies and local authorities when they are developing, reviewing or planning changes to their services. The CVB will be led by its Board members, with a dedicated team of staff and diverse volunteer membership.

The Hywel Dda Community Health Council will no longer exist from 1 April 2023, and its operating and governance arrangements will change. Chief Officers will become regional directors and will also have one special interest area, and there will no longer be an appointed Chair.

There will be five new roles established for volunteers:

- Community engagement;
- Virtual Visiting (based on the current Gwent model);
- Visiting of both health and social care premises;
- Representation volunteers who will be members of UHB Board and committees; and
- Social Media volunteers.

WG consultation on a Code of Practice on access to premises, statutory guidance on representations (*The Health and Social Care (Quality and Engagement) (Wales) Act 2020*) and revised guidance on NHS service change (*National Health Service (Wales) Act 2006*) ended

on 6 March 2023. The Health Board responded to this consultation and awaits these guidance documents.

On behalf of our Board, I want to take this opportunity to thank Mansell Bennett (Chair of Hywel Dda CHC) whose vast NHS experience and advice has been of great benefit to the Health Board, particularly during engagement and consultation on our strategy.

South Wales Spinal Network: Memorandum of Understanding

There is currently no coordinated regional strategy for spinal services across South Wales, West Wales and South Powys, and patient flows have been largely determined by historic demand. These arrangements are widely acknowledged to be unsatisfactory, and there is consensus across the clinical community that they need to be improved to improve service resilience and sustainability, and to enhance patient outcomes and experience.

Following discussion at the NHS Wales Health Collaborative Executive Group, Cardiff and Vale UHB and Swansea Bay UHB Regional and Specialised Services Provider Planning Partnership (RSSPPP) established a project to develop recommendations for delivering a safe, effective and sustainable model for spinal surgery in South Wales, West Wales and South Powys.

The project concluded in March 2021, and one of the key recommendations was to establish an Operational Delivery Network (ODN) with the operational authority to:

- Maintain and coordinate patient flow across the spinal surgery pathway;
- Lead the development, and coordinate implementation and delivery of standards and pathways; and
- Promote and support cross-organisational and clinical multi-professional collaboration.

In response to these recommendations, the six Health Boards in South Wales, West Wales and South Powys agreed to establish a spinal services operational delivery network – the **South Wales Spinal Network (SWSN)**.

The SWSN will act as an overarching network for the South East Wales and the South West Wales regional spinal surgery networks for residents within the following areas:

South East Wales

- Aneurin Bevan University Health Board;
- Cwm Taf Morgannwg University Health Board;
- Cardiff & Vale University Health Board; and
- South Powys.

South West Wales

- Swansea Bay University Health Board;
- **Hywel Dda University Health Board;** and
- South Powys.

Each region has the following elements of service provision:

- Non-Spinal Partner Hospitals - Hospitals with an emergency department but without any surgeons undertaking spinal surgery on site.
- Spinal Partner Hospitals - These hospitals may have Spinal Consultants offering 'non-specialised' +/- 'specialised' spinal surgery and may offer an emergency service without a 24/7 emergency on-call.
- Spinal Hubs - These hospitals are where the 24/7 emergency spinal service is located but not necessarily where all the emergency work for the region is done. Spinal Hubs can provide regional or supraregional services.

The SWSN will develop, monitor, and review the pathways for each region, and clarify the roles of non-spinal and spinal partner hospitals and the regional and supraregional spinal hubs. The SWSN will be a partnership between participating organisations, working collaboratively to improve patient outcomes by developing a Value-Based Healthcare approach to the management of spinal disorders, delivering care at the most effective part of the pathway.

The aim is to develop an inclusive, collaborative, world leading spinal services network, with quality improvement, informed through evidence-based medicine and lessons learnt from others.

The SWSN will be hosted by Swansea Bay UHB, and commissioned by the Welsh Health Specialised Services Committee (WHSSC). Swansea Bay UHB has established an Implementation Board to oversee the establishment of the SWSN. The aim is to have the network established and operational by the end of summer 2023, with a formal launch in September 2023.

The Health Board is asked to sign a Memorandum of Understanding (MoU), attached as **Appendix C** that outlines the accountability arrangements and responsibilities for both Swansea Bay UHB and all ODN member health boards, developed by WHSSC.

The Board is asked to note and approve the MoU (**Appendix C**) that will be signed by the Chief Executive.

National Imaging Academy Wales: Hosting Agreement

In 2016, NHS Wales Chief Executives confirmed their intention to establish an NHS Wales National Imaging Academy Wales (NIAW) to primarily increase the number of Radiology trainees in NHS Wales.

In April 2017, Cwm Taf UHB was formally requested to host the NIAW and its Director and staff; this agreement has been continued by Cwm Taf Morgannwg UHB since its formation in April 2020. The current Director was appointed as Director of the National Imaging Academy Wales on 1 November 2018, and I am the Chief Executive Lead.

Under the Hosting Agreement, Cwm Taf Morgannwg UHB provides services and facilities, as agreed with all NHS Wales Health Boards and NHS Trusts, to enable the smooth running of the NIAW. The Director of the NIAW, reporting directly through the NHS Wales Chief Executive Officer Lead for Imaging to the Collaborative Executive Group and Collaborative Leadership Forum, is responsible for setting the direction and the quality of the work. On 25 March 2021, the Board approved a further Hosting Agreement for 1 April 2021 until 31 March 2023. As the current Hosting Agreement expires on 31 March 2023, the Health Board, and other Health Bodies in NHS Wales, is being asked to extend the Hosting Agreement for a further three years to 31 March 2026.

The Hosting Agreement (**Appendix D**), has been updated to accurately reflect references, but the detail of the main document remains unchanged from the original Hosting Agreement.

Members are invited to approve the Hosting Agreement at **Appendix D**.

Argymhelliad / Recommendation

The Board is invited to:

- **Endorse** the Register of Sealings (**Appendix A**) since the previous report on 26 January 2023;

- **Note** the status report for Consultation Documents (**Appendix B**) received/responded to;
- **Note and approve** the South Wales Spinal Network Memorandum of Understanding, for execution by the Chief Executive (**Appendix C**); and
- **Note and approve** the extension to the Hosting Agreement for the National Imaging Academy for Wales until 31 March 2026, for execution by the Chief Executive (**Appendix D**).

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: Hyperlink to HDdUHB Well-being Objectives Annual Report 2018-2019	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 Termau: 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

Effaith: (rhaid cwblhau)

Impact: (must be completed)

Ariannol / Gwerth am Arian: Financial / Service:	Any issues are identified in the report
Ansawdd / Gofal Claf: Quality / Patient Care:	Any issues are identified in the report
Gweithlu: Workforce:	Any issues are identified in the report

Risg: Risk:	<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>
Cyfreithiol: Legal:	Any issues are identified in the report
Enw Da: Reputational:	Any issues are identified in the report
Gyfrinachedd: Privacy:	Not Applicable
Cydraddoldeb: Equality:	<ul style="list-style-type: none"> • Has EqIA screening been undertaken? Not on the Report • Has a full EqIA been undertaken? Not on the Report

Appendix A - Register of Sealings from 9 January 2023 – 7 March 2023

Entry Number	Details	Date of Sealing
399	Refurbishment of 70 Bro Myrddin Children and Young Person (CYP) Place of Safety between Hywel Dda Health Board and Lewis Construction Builders Contractors Wales Ltd	02.02.2023
400	Advanced Work – Fire Code, Residence Blocks 1 – 7, Prince Phillip Hospital between Hywel Dda University Health Board and John Weaver Contractors Limited	02.02.2023
401	Contract relating to the design, supply, and installation of shoring / buttress scaffolding to the Block 2 (surgical) Bed Lift at Bronglais General Hospital, incorporating the conditions of the JCT Minor Works Contract 2016 Edition, between Hywel Dda University Health Board and T. Richard Jones Ltd	01.03.2023
402	Trust Deed relating to Withybush General Hospital Fire Precautions Upgrade Scheme – Phase 2 – Decant Ward between Hywel Dda University Health Board and Integrated Health Projects	01.03.2023
403	Guarantee Relating to Phase 2 Fire Precaution Upgrade Works at Glangwili General Hospital Carmarthen between Vinci Construction Holding Limited and Sir Robert McAlpine (Holdings) Limited and Hywel Dda University Local Health Board and Vinci Construction UK Ltd and Robert McAlpine Ltd	01.03.2023
404	Call off Contract for Regional Supply Chain Partner Fire Precaution Upgrade Works at Glangwili General Hospital Carmarthen Phase 2 between 1) Hywel Dda University Local Health Board and 2) Sir Robert McAlpine Limited and 3) Vinci Construction UK Limited (parties (2) and (3) together as Integrated Health Projects	01.03.2023

Appendix A - Register of Sealings from 9 January 2023 – 7 March 2023

405	Deed of Surrender relating to Coffee Shop and Convenience store premises at Bronglais Hospital, Caradog Road Aberystwyth, Ceredigion, SY23 1ER between Hywel Dda University Local Health Board and Compass Contract Services (UK) Limited and Compass Group, UK & Ireland Limited	01.03.2023
406	Deed of Surrender relating to Convenience store premises at Prince Phillip Hospital, Bryngwyn Mawr, Dafen Road, Llanelli between Hywel Dda University Local Health Board and Compass Contract Services (UK) Limited and Compass Group, UK & Ireland Limited	01.03.2023

Appendix B: Consultations Update Status Report up to 7 March 2023

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead	Received On	CLOSING DATE	Response Sent
516	Services for care experienced children: exploring radical reform – new inquiry and consultation	Welsh Government	Director of Nursing, Quality and Patient Experience	13.10.2022	17.02.2023	02.02.2023
517	Extending the Well-being of Future Generations Act's well-being duty	Welsh Government	Director of Primary Care, Community and Long Term Care	17.10.2022	20.10.2022	17.10.2022
518	Dexrazoxane for preventing cardiotoxicity in children (aged under 16 years old) receiving high-dose anthracyclines or related drugs for the treatment of cancer, Policy Position Statement	Welsh Health Specialised Services Committee	Director of Operations	24.10.2022	21.11.2022	20.11.2022
519	The duty of quality	Welsh Government	Director of Nursing, Quality and Patient Experience	25.10.2022	17.01.2023	10.01.2023
520	Givosiran for treating acute hepatic porphyria for people aged 12 years and older (PP252)	Welsh Health Specialised Services Committee	Director of Operations	25.10.2022	22.11.2022	15.11.2022

Appendix B: Consultations Update Status Report up to 7 March 2023

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead	Received On	CLOSING DATE	Response Sent
527	Citizen Voice Body - guidance on access, representations and NHS service change	Welsh Government	Director of Strategy and Planning	15.12.2022	06.03.2023	06.02.2023
528	All Wales Paediatric Asthma Management and Prescribing Guideline	All Wales Therapeutics and Toxicology Centre	Medical Director/Deputy CEO	18.01.2023	10.02.2023	No response required
529	CP50a Positron Emission Tomography (PET) and CP50 Evidence Review Appendix 1	Welsh Health Specialised Services Committee	Medical Director/Deputy CEO	24.01.2023	20.02.2023	No response required
530	Development of the Outdoor Education (Wales) Bill	Welsh Parliament	Deputy Director of Public Health	06.02.2023	17.03.2023	
531	CP37 Pre-implantation Genetic Testing-Monogenic Disorders and CP38 Specialist Fertility Services: Assisted Reproductive Medicine, (Commissioning Policies)	Welsh Health Specialised Services Committee	Medical Director/Deputy CEO	28.11.2022	27.02.2023	27.02.2023

Appendix B: Consultations Update Status Report up to 7 March 2023

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead	Received On	CLOSING DATE	Response Sent
532	Priorities for Llais in 2023-2024	Hywel Dda Community Health Council/ Llais	Director of Strategy and Planning	10.02.2023	28.02.2023	28.02.2023
533	CP259 Revision Surgery for Severe and Complex Obesity (Adults)	Welsh Health Specialised Service Committee	Medical Director/Deputy CEO	16.02.2023	29.03.2023	
534	Single Unified Safeguarding Review (SUSR) draft statutory guidance	Welsh Government	Director of Nursing, Quality and Patient Experience	07.03.2023	09.06.2023	

**Memorandum of Understanding – for the Operational Delivery Network (ODN)
as part of the Spinal Services Operational Delivery Network for South Wales,
West Wales and South Powys**

This Memorandum of Understanding is made on 27/2/23

Between

SWANSEA BAY UNIVERSITY HEALTH BOARD as host of ODN
1 Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot
SA12 7BR

and

ANEURIN BEVAN UNIVERSITY HEALTH BOARD
Headquarters, Headquarters, Lodge Road, Caerleon, Newport
NP18 3XQ

CARDIFF AND VALE UNIVERSITY HEALTH BOARD
Headquarters, Cardigan House, University Hospital of Wales, Heath Park, Cardiff
CF14 4XW

CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD
Headquarters, Ynysmeurig House, Navigation Park, Abercynon, Rhondda Cynon
Taff CF45 4SN

HYWEL DDA UNIVERSITY HEALTH BOARD
Headquarters, Ystwyth Building, Hafan Derwen, St Davids Park, Jobswell Road,
Carmarthen SA31 3BB

POWYS TEACHING HEALTH BOARD
Headquarters, Glasbury House, Bronllys Hospital, Brecon, Powys LD3 0LU

SWANSEA BAY UNIVERSITY HEALTH BOARD Headquarters, 1 Talbot Gateway,
Baglan Energy Park, Baglan, Port Talbot SA12 7BR

WELSH AMBULANCE SERVICE NHS TRUST
Headquarters, Ty Elwy, St. Asaph Business Park, St Asaph, Denbighshire, Wales,
LL17 0LJ

VELINDRE UNIVERSITY NHS TRUST

Headquarters, Velindre University NHS Trust, Unit 2, Charnwood Court, Parc
Nantgarw, Nantgarw, Cardiff, CF15 7QZ

Collectively established as the Spinal Services Operational Delivery Network for
South Wales, West Wales and South Powys

- (1) Swansea Bay University Health Board has been identified as the host health board to establish and manage the Operational Delivery Network (ODN). The primary purpose of the ODN is to provide the management function for the network, to maintain and coordinate patient flow across the spinal pathway, lead the development, and coordinate implementation and delivery of standards and pathways, and promote and support cross-organisational and clinical multi-professional collaboration. Further detail of the role and responsibilities of the ODN are described in paragraph 2 below.
- (2) This Memorandum of Understanding (MoU) should be read in conjunction with the board paper that was approved by each ODN member organisations in November 2022.
- (3) The purpose of this MoU is to outline what the accountability arrangements and resulting responsibilities will mean for both SBUHB and all ODN member organisations.
- (4) The ODN membership comprises six Health Boards and two NHS Trusts – Welsh Ambulance Service NHS Trust and Velindre University NHS Trust. The six Health Boards have delegated the responsibility for commissioning the ODN to the Welsh Health Specialised Services Committee.

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1 Background

- 1.1. The vision for the establishment of the Spinal Services Operational Delivery Network (ODN) is to enhance patient outcomes and experience, by maintaining and coordinating patient flow across the spinal pathway. The network will improve patient outcomes by developing a Value-Based healthcare approach to the management of spinal disorders, delivering care at the most effective part of the pathway. The network will be a partnership between participating organisations, working collaboratively to achieve this common goal and purpose. The aim is to develop an inclusive, collaborative, world leading spinal services network, with quality improvement, informed through evidence-based medicine and lessons learnt from others.
- 1.2. Following the reorganisation of neurosurgery in South Wales, there have been a number of attempts to improve the organisation and delivery of spinal surgery services. Unfortunately, for a variety of reasons, none of these initiatives were successful, and there remained a lack of clarity around the pathway for elective and emergency spinal care.
- 1.3. The establishment of an interim network (funded by CVUHB and SBUHB) to take forward the work of the project, and to support the establishment of the ODN (funded by the six Health Boards in Mid, South and West Wales) were approved by members of the NHS Wales Collaborative Executive Group (CEG) in July 2021. The CEG subsequently wrote to WHSSC requesting that WHSSC be asked to commission the ODN on behalf of the networks, as WHSSC has significant expertise commissioning complex and specialised services – see letter at **Appendix 1**.
- 1.4. The programme for the Spinal Services ODN was established, following full endorsement by all six health boards in the region, of the following recommendations made by the South and West Wales spinal surgery project:
 - An Operational Delivery Network should be established with the operational authority to:
 - maintain and coordinate patient flow across the spinal surgery pathway (elective and non-elective).
 - lead the development, and coordinate implementation and delivery of standards and pathways.
 - promote and support cross-organisational and clinical multi-professional collaboration.
- 1.5 On the 7 September 2021 the WHSSC Joint Committee approved that WHSSC commission a spinal services operational delivery network (ODN) on behalf of the six Health Boards in Mid, South and West Wales. With the required funding identified and invested in through the WHSSC Integrated Commissioning Plan (ICP) 2022-2025.
- 1.6 All members of the ODN have freely agreed to abide by this MOU. In accordance with the WHSSC Standing Orders any decision taken and approved by the Joint Committee in respect of the provision of the Relevant Services is binding on the constituent LHBs and may not be undermined by any subsequent decision or action taken by a constituent LHB. (SO 1.1.5)

- 1.7 Swansea Bay University Health Board (SBUHB) was designated as the host of the Operational Delivery Network (ODN) The primary purpose of the ODN is to maintain and coordinate patient flow across the spinal pathway, lead the development, and coordinate implementation and delivery of standards and pathways, and promote and support cross-organisational and clinical multi-professional collaboration.

2 Responsibilities of Swansea Bay University Health Board (SBUHB)

2.1. Role of SBUHB as host of the Operational Delivery Network (as distinct from SBUHB as provider of Spinal Services) is to manage the ODN in line with the service specification: CP Spinal Services Operational Delivery Network as prepared by the Welsh Health Specialised Services Committee (WHSSC), commissioner of the ODN on behalf of:

- ANEURIN BEVAN UNIVERSITY HEALTH BOARD
Headquarters, Headquarters, Lodge Road, Caerleon, Newport
NP18 3XQ

- CARDIFF AND VALE UNIVERSITY HEALTH BOARD
Headquarters, Cardigan House, University Hospital of Wales, Heath Park, Cardiff
CF14 4XW

- CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD
Headquarters, Ynysmeurig House, Navigation Park, Abercynon,
Rhondda Cynon Taff CF45 4SN

- HYWEL DDA UNIVERSITY HEALTH BOARD
Headquarters, Ystwyth Building, Hafan Derwen, St Davids Park,
Jobswell Road, Carmarthen SA31 3BB

- POWYS TEACHING HEALTH BOARD
Headquarters, Glasbury House, Bronllys Hospital, Brecon, Powys LD3
0LU

- SWANSEA BAY UNIVERSITY HEALTH BOARD
Headquarters, 1 Talbot Gateway, Baglan Energy Park, Baglan, Port
Talbot SA12 7BR

2.2. To undertake the role and responsibilities as detailed below:

Service Specification

- The specifications will need to be in place before the ODN becomes operational (i.e. before Day 1). Each element will be ongoing from the point of implementation, unless otherwise stated.
- Essential - These aspects are considered essential and are critical to the successful delivery of the ODN and its key investment objectives.

Strategic planning

- Provide professional and clinical leadership across the network.
- Collaborate with other relevant networks to ensure coproduction of phases of pathways that may have cross cutting themes.
- Develop and implement an effective framework for monitoring quality and performance; and to establish a network-wide audit programme.
- Develop a value-based healthcare approach to the management of spinal disorders, delivering care at the most effective part of the pathway, and reducing interventions of limited efficacy.
- Provide advice on future service provision to commissioners and providers, including the commissioning, delivery, designation of regional and supra-regional spinal services, e.g. in response to changes in legislation or guidance, emerging published evidence or technological developments.
- Host a risk and issues register and undertake risk and issue management across the network.
- Produce quarterly and annual reports for the Network Board Delivery Assurance Group and WHSSC
- Develop an annual working plan for the network to deliver against the quality and delivery framework.
- Contribute to a comprehensive evaluation programme of the network.
- Develop a longer-term plan (5-10 years) to ensure new capabilities can be brought into core operations as quickly and efficiently as possible.

Operational delivery

- The ODN will have the operational authority to maintain, coordinate and when necessary, direct/arbitrate patient flow across the spinal surgery pathway.
- Lead the development, and coordinate implementation and delivery of standards and pathways.
- Ensure improved access and equity of access to spinal services.

- Be responsible for monitoring of day-to-day capacity across the network, agreeing and working to an escalation plan (with agreed thresholds for escalation triggers) both within and across the network to monitor and manage surges in demand.
- Support capacity planning and activity monitoring across the whole of the spinal pathway.
- Support workforce monitoring to ensure minimum standards are met in line with network specifications and policies, for areas providing spinal services across the pathway e.g. FCPs, triage & treat APP/ESP/AMP spinal specific appointments, Spinal surgical hub team junior surgeon and medical/ Orthogeriatric cover.
- Ensure the quality of the network is monitored and subject to a process of continuous quality improvement through clinical audit and peer review.
- Deliver a Spinal Services Network Annual Report and intended work plan to ensure consistent evaluation and development.

Tactical (local) advice and support to commissioners

- Development of both clinical and operational policies, and specifications to support the commissioning of spinal services.
- Improved availability of quality and performance data to inform the commissioning of spinal services.

Improved quality and standards of care

- Mandate the use of the British Spine Registry across the pathway in line with network and pathway specific specifications.
- Develop and implement network protocols for patients.
- Develop value-based healthcare outcomes
- Deliver a robust clinical governance framework across the ODN.
- Evaluate and ensure consistent revision of policies and protocols where appropriate to support the delivery of spinal services.
- Ensure on-going service improvements and best practice models are embedded and contribute to improved quality performance.
- Ensure on-going workforce establishment infrastructure, training and best practice models are embedded and contribute to improved quality performance e.g. Frailty and medical models.
- Use both clinical and operational process and outcome measures to compare and benchmark providers.
- Deliver an annual quality improvement and audit programme.

Partnership development

- Engage with patient representatives and all relevant third sector organisations.
- Promote and support cross-organisational and clinical multi-professional collaboration.
- Link with other relevant networks across NHS Wales and NHS England.
- Embed communication strategies and key communication deliverables.
- Monitor and performance manage active engagement by members in the network to improve performance against agreed outputs.
- Participate in relevant national policy or guideline development.

Desirable/aspirational areas of development

- Instigate a research programme for the spinal pathway.
- Instigate a spinal health promotion scheme.
- Support development of spinal networks in other parts of Wales.
- Design and develop an effective and fully integrated digital infrastructure for spinal services.
- Design and develop an effective training and education programme for spinal services across South Wales, West Wales and South Powys.
- Work with all providers across the spinal pathway to review current practice and evaluate the evidence base for non-surgical and surgical interventions.

2.3. The full draft WHSSC Service Specification is aligned to this document.

Note: the service specification remains draft at the time of writing this MoU, any significant changes in the specification will lead to a change in this document.

2.4. Swansea Bay University Health Board responsibilities continued:

- To have in place appropriate governance arrangements and a Scheme of Delegation as necessary and required on the part of SBUHB to enable the ODN to carry out its duties.
- To hold and manage the budget for the ODN making payments and receiving income as necessary.
- To be the legal entity which enters into agreed procurement arrangements to include, but not restricted to, procurement contracts, quotations, terms of engagement commissioned by the ODN and to ensure that the individuals appointed and employed to support the functions of the ODN.
- To be authorised to appoint lawyers and other professional advisors and to agree the terms and conditions from time to time on behalf of the ODN/MTN.

- 2.5. SBUHB will *not* be responsible or accountable for the planning, funding or providing of clinical services within the ODN.
- 2.6. In fulfilling its obligations and responsibilities under this MoU, SBUHB shall not be required to or not do and shall not do or omit to do anything which does not comply with SBUHB's statutory powers and duties, Standing Orders and Standing Financial Instructions, corporate governance requirements generally, procurement requirements or any legal obligations not covered by the foregoing.

3 Employment of Staff

- 3.1. To appoint and employ staff in line with the posts agreed through the Operational Delivery Network (ODN) Board.
- 3.2. New staff appointed to work within the ODN will be employed by SBUHB, they will be entitled to be treated as any other SBUHB employee. They will be expected to abide by all SBUHB policies, procedures and guidance including, but not limited to, fire safety and health and safety procedures. ODN staff will benefit from access to all applicable policies and procedures including training and development.
- 3.3. The ODN staff will be accountable for their performance to the Interim Associate Service Director who, for this role, is accountable to the ODN SRO.
- 3.4. The ODN team will be situated on a non-hospital site.
- 3.5. ODN staff members will be expected to maintain professional CPD, complete all mandatory training and uphold competencies in line with the requirements of the role.
- 3.6. ODN staff will be subject to all SBUHB HR policies including annual appraisals/PADR and disciplinary processes.
- 3.7. Where there are unavoidable long term ODN staff absences (> three weeks) network member health boards will contribute to the unplanned costs of cover.

4 Operational Authority

- 4.1. Where there is a difference of opinion with patients waiting to be admitted into a spinal surgery service or an inability of a health board to accept a patient back into their 'home' health board, the Network Clinical Director will have the final say on the action to be taken.

5 Governance Arrangements

- 5.1. SBUHB will have in place appropriate governance arrangements and schemes of delegation as may be necessary and required on the part of the health board to enable the ODN to carry out its functions.
- 5.2. The ODN will be accountable to the SBUHB for all arrangements pertaining to the running of the ODN. This will include, but not be limited to, employment of staff to work within the ODN, provision of all employment and corporate services, accommodation and training.

- The ODN will report quarterly into the SBUHB Senior Leadership Team (SLT) meeting to provide assurance and evidence that the service is being delivered in line with expectations.
 - The SRO of the ODN will report twice yearly into the SBUHB Quality and Safety Committee providing assurance on the on-going compliance with the clinical governance requirements of the service specification. This reporting will include a summary of issues escalated via the Network Board (NB) to the Delivery Assurance Group (DAG).
- 5.3. The ODN will be held to account by the Delivery Assurance Group (DAG) for delivery of all elements of the Service Specification. In discharging its accountability role the ODN will:
- Ensure any significant matters under consideration by the NB are brought to the attention of the DAG.
 - Seek assurance that actions have been taken by ODN member organisations and appropriate Executives (Health Board and Commissioners) of any urgent or critical matters that may compromise patient care and affect the operation of the ODN or the reputation of NHS Wales.
- 5.4. The ODN will discharge its responsibilities for delivery via the following framework of meetings:
- The DAG will meet on a bi-monthly for the first year and quarterly thereafter. The DAG will be chaired by a WHSSC Executive or WHSSC Independent member. Attendance at the DAG will include the ODN Clinical Director and ODN Manager as a minimum.
 - The NB will meet on a monthly basis. Attendance from the ODN will include the ODN SRO, the ODN Clinical Director and service specific Clinical Leads and the ODN Manager. The NB will be chaired by an independent chair, appointed by Host Organisation. Representation from all of the network health boards (including SBUHB) will include the COO along with senior representation from Welsh Ambulance Services Trust (WAST) and Velindre NHS Trust.
 - Note the frequency of the meetings may change, with the agreement of all ODN member organisations, depending on the needs of the network.
- 5.5. The ODN will ‘employ’ on a sessional basis a Network Clinical Director. This post will not necessarily be clinicians that are substantively employed by SBUHB, rather they are likely to be clinicians employed by other network ODN member organisations. Where this is the case, SBUHB will require written confirmation from the substantive employer that all competence monitoring is up to date and that by taking on the sessional responsibility for the ODN they will not be exceeding the Working Time Directive.

6 Reporting Arrangements

- 6.1. The ODN will discharge its accountability to the DAG via reporting through the Network Board (NB) which will be organised and managed by the ODN.

- 6.2. The DAG report formally to the WHSSC on the DAG's activities and will make recommendations to the Joint Committee on behalf of the DAG relating to the commissioning of services. This includes updates on activity, the submission of DAG minutes and written reports as well as quarterly reports
- 6.3. The DAG will bring any significant matters under consideration by the DAG to the Joint Committee's attention,
- 6.4. The DAG Ensure appropriate escalation arrangements are in place to alert the relevant Director (HB and WHSSC, where relevant) of any urgent or critical matters that may compromise patient care and affect the operation or reputation of the Joint Committee
- 6.5. Escalation from the NB of clinical concerns will be considered by the DAG and referred to the WHSSC Quality and Patient Safety Sub-Committee as deemed necessary by the DAG in order to provide assurance to the Joint Committee.

7 Delivery Assurance Group meetings

7.1 Frequency of meetings

Meetings shall be held monthly or as the Chair deems necessary in accordance with the work programme.

7.2 Quorum

At least two members from each of the provider organisations and three HB representatives must be present for the DAG to be quorate.

7.3 Dealing with Members interests during Meetings

Where individual DAG members identify an interest in relation to any aspect of business set out in the DAG's meeting agenda, that member must declare an interest at the start of the meeting. DAG members should seek advice from the Chair before the start of the meeting if they are in any doubt as to whether they should declare an interest at the meeting. All declarations of interest made at a meeting must be recorded in the DAG's minutes.

7.4 Withdrawal of individuals in attendance

The Chair may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussions of particular matters.

7.5 Circulation of Papers

The Chair and Secretariat will ensure that all papers and reports are distributed at least five working days prior to the meeting.

The confirmed Minutes of the Committee will be sent to the Joint Committee for information.

8 Engagement

The Chair must ensure that the DAG's decisions on all matters brought before it are taken in an open, balanced, objective and unbiased manner. In turn, individual

DAG members must demonstrate, through their actions, that their contribution to the DAG's decision making is based upon the best interests of the NHS in Wales.

9 Clinical Governance Arrangements

The ODN will not have statutory responsibility for clinical governance arrangements within each health board within the Spinal Services ODN. The ODN will be responsible for ensuring regular and complete reporting into the NB on clinical governance matters relating to the ODN.

All network members will provide the information requirement outlined in the Network Clinical Governance and Quality Improvement Structures document, enabling the ODN to be compliant with reporting requirements.

All network members will provide confirmation to the ODN that clinical governance information and incidents have been reported to their own organisations Quality and Safety Committee.

All network members will report and share learning from concerns and serious incidents into the NB.

10 Data requirements

10.1 Full details of data sharing requirements as per the Wales Accord on the Sharing of Personal Information (WASPI) will be shared with each network member organisation's Information Officer once completed.

10.2 All organisations will be required to report against parameters set out in the clinical governance policy

10.3 In the event of a SUI involving the ODN, ODN member organisations will:

- provide information as required enabling the ODN to complete investigations following SUI;
- Disseminate learning following the outcome of the investigation by the ODN

11 Spinal Services ODN Policies

11.1 The policies listed below will be developed collaboratively and approved by the ODN Network Board. All health board are expected to adopt each policy/agreement through their own processes at or before go-live of the ODN.

- Clinical Governance Policy
- Data sharing agreement

11.2 The policies will be accessible on the SharePoint website to all ODN member organisations. New policies and updates to existing policies will be developed and approved through the ODN governance structure. Each health board will be responsible for ensuring it has a process in place for receiving and implementing notifications of new policies and updates to existing policies.

12 Clinical Guidelines

- 12.1 All clinical guidelines will be developed collaboratively with the process of development having been approved by the ODN Board. Each health board should acknowledge access to the guidelines.
- 12.2 The ODN will update the clinical guidelines as required and provide notification to all ODN member organisations. ODN member organisations are responsible for having in place a system of receiving updates to clinical guidelines.

13 Budget and Funding

- 13.1 WHSSC will transfer funds to SBUHB on a quarterly basis in advance to allow SBUHB to perform its functions as the Operational Delivery Network, provided that WHSSC may attach conditions to the expenditure of such funds.
- 13.2 SBUHB will set up and manage an income and expenditure account for the ODN. This includes all income received from WHSSC and health boards and all ODN expenditure. This account will be separate from all other SBUHB funds.

14 Ownership of Assets

- 14.1 All assets (including intellectual property rights) acquired by SBUHB in connection with the ODN shall belong to SBUHB but be held upon trust for the ODN.
- 14.2 SBUHB shall, to the extent it is legally entitled to do so, transfer ownership and any other rights in such assets to such party or body as the commissioner shall require and within such timescales as are reasonably required.
- 14.3 In the event that any income is derived from such assets or from their disposal, such revenues shall be regarded as part of the ODN income and accounted for accordingly.

15 Duty of Care

- 15.1 SBUHB shall be responsible for ensuring that all reasonable skill, care and diligence are exercised in carrying out those services which it is required to perform under the agreement properly and efficiently in accordance with this Memorandum of Understanding and its overall responsibilities under the National Health Service (Wales) Act 2006 and all other appropriate legislation. SBUHB shall keep the Commissioner informed of any foreseeable or actual changes in circumstances which are likely to affect its ability to comply with the terms of this MoU as the Host health board.

16 Legislation

- 16.1 SBUHB shall ensure that it, and its employees and agents, shall in the course of this MoU comply with all relevant legislation, Welsh Government directions and Guidance and procedures.

17 Audit

- 17.1 SBUHB, through the Shared Services arrangements, will provide an effective independent internal audit function as a key source of its internal assurance arrangements. This will be in accordance with NHS Wales Internal Auditing Standards and any other requirements determined by the Welsh Government.
- 17.2 SBUHB will ensure that relevant external audit arrangements are in place which give due regard to the functions of the ODN.

18 Management of Concerns

- 18.1 Where a matter is received into the ODN and is regarded as an individual concern, SBUHB will only be responsible for the management of those concerns where qualifying liability in Tort is established, which relates to its geographical area of responsibility. In such circumstances, the Chief Executive of SBUHB will be responsible for investigating and responding to the concern in accordance with The National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulation 2011.
- 18.2 Individual concerns received into the ODN and relating to patients resident outside SBUHB's geographical area of responsibility will be referred to the Chief Executive of the health board in the appropriate geographical area.
- 18.3 Where a matter is regarded as a concern and where qualifying liability in Tort has been established, SBUHB will only be responsible for managing the arrangements for redress arising from its own resident population.
- 18.4 Where a matter is considered to be a review of funding decisions it will be dealt with in accordance with the Review Process set out in the All Wales Policy for Making Decisions on Individual Patient Funding Requests (IPFR).

19 Management of FOIA/GDPR Requests

- 19.1 Where a request under the Freedom of Information or General Data Protection Regulations is received by the ODN, the request will be dealt with in accordance with SBUHB's procedures. Where the request is considered to be an issue relating to information which is held by other ODN member organisations, then the request will be forwarded to the Board Secretary of the respective health board to respond in accordance with the Freedom of Information Act Code of Practice.

20 Dispute

- 20.1 In the event of a dispute between the ODN and any of the ODN member organisations that cannot be resolved locally, the issue will be referred up to the DAG and if necessary the Joint Committee.
- 20.2 In resolving the dispute, WHSSC will rely on the Business Framework included within its hosting agreement with all health boards in Wales.
- 20.3 A dispute may include non-adherence to this MoU.

21 General

- 21.1 This MoU shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.
- 21.2 In line with usual NHS arrangements, a notice period of 6 months will apply to a variation or termination of agreement to abide by this MOU.
- 21.3 No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 in connection with this MoU.
- 21.4 This MoU shall be governed and construed in accordance with the laws of England and Wales. Subject to paragraph 18 above, the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.
- 21.5 In the event of SBUHB's determining (acting reasonably) that the performance by SBUHB of its obligations under this MoU is having a detrimental effect on SBUHB's ability to fulfil its core functions, SBUHB may instruct the ODN SRO and SBUHB's Chief Executive to review the operation of this MoU.
- 21.6 In carrying out a review of this MoU further to paragraph 21.4 above, the ODN SRO and SBUHB's Chief Executive shall consider the source and manner of any detriment identified by SBUHB's Board further to paragraph 21.4 and shall put forward such amendments and variations to this MoU and the associated governance arrangements between the ODN and SBUHB as they may consider appropriate.
- 21.7 SBUHB's Board shall consider the recommendations made further to paragraph 21.5 and may recommend to the ODN SRO and the Chief Executive of SBUHB that this MoU and the associated governance arrangements are amended accordingly.

22 Review

The MOU will be reviewed annually by the DAG.

23 Abbreviations

CPD	Continued Professional Development
DAG	Delivery Assurance Group
FOIA	Freedom of Information Act
GDPR	General Data Protection Regulations
IPFR	Individual Patient Funding Request
MoU	Memorandum of Understanding
NB	Network Board
OD	Operational Delivery Network
QI	Quality Improvement
SBUHB	Swansea Bay University Health Board
SRO	Senior Responsible Officer
WAST	Welsh Ambulance Service Trust
WHSSC	Welsh Health Specialist Services Committee

Signed for and on behalf of
**ANEURIN BEVAN UNIVERSITY
HEALTH BOARD**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**CARDIFF AND VALE
UNIVERSITY HEALTH BOARD**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **CWM
TAF MORGANNWG
UNIVERSITY HEALTH BOARD**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**HYWEL DDA UNIVERSITY
HEALTH BOARD**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
POWYS TEACHING HEALTH BOARD

Signature:

Name:

Position:

Date:

Signed for and on behalf of
SWANSEA BAY UNIVERSITY HEALTH BOARD

Signature:

Name:

Position:

Date:

Signed for and on behalf of
WELSH AMBULANCE SERVICE NHS TRUST

Signature:

Name:

Position:

Date:

Signed for and on behalf of
VELINDRE UNIVERSITY NHS TRUST

Signature:

Name:

Position:

Date:



**Cwm Taf Morgannwg University Health Board
&
NHS Wales Health Boards & Trusts**

**Hosting Agreement
1st April 2023 – 31st March 2026**

Date: March 2023

Version: Final Draft

Purpose and Summary of Document:

This agreement is to enable and facilitate the hosting of the NHS Wales National Imaging Academy Wales by Cwm Taf Morgannwg University Health Board (CTMUHB) on behalf of NHS Wales Chief Executives.

The agreement is intended to ensure that hosting arrangements are clear and transparent and that the rights and obligations of all parties are documented and agreed. The agreement sets out appropriate financial arrangements and the obligations of all parties to the agreement.

1. Parties to this agreement

The parties to this agreement are:

1. Cwm Taf Morgannwg University Health Board (CTMUHB), which is the host body.
2. The NHS Wales National Imaging Academy Wales (the NIAW), which is the hosted unit and, for the purposes of this agreement, includes all subsidiary functions, teams and services forming part of the NIAW.
3. All NHS Wales Health Boards and Trusts, on whose behalf the National Imaging Academy Wales will work.

The signatories to this agreement are:

Name	Designation	Signing on behalf of:	Signature	Date
Paul Mears	Chief Executive	Cwm Taf Morgannwg University Health Board (Host)		1.4.2023
Phillip Wardle	Director	National Imaging Academy Wales		
Nicola Prygodzicz	Chief Executive	Aneurin Bevan University Health Board		
Gill Harris	Interim Chief Executive	Betsi Cadwaladr University Health Board		
Suzanne Rankin	Chief Executive	Cardiff & Vale University Health Board		
Steve Moore	Chief Executive	Hywel Dda University Health Board		

Name	Designation	Signing on behalf of:	Signature	Date
Carol Shillabeer	Chief Executive	Powys Teaching Health Board		
Mark Hackett	Chief Executive	Swansea Bay University Health Board		
Jason Killens	Chief Executive	Welsh Ambulance Service NHS Trust		
Steve Ham	Chief Executive	Velindre University NHS Trust		
Tracey Cooper	Chief Executive	Public Health Wales Trust		

1 Named points of contact

The following individuals will act as the primary points of contact in relation to any issues that may arise under this agreement:

- For CTMUHB:
 - Executive Director of Therapies and Health Sciences
 - Executive Director of Strategy & Transformation
- For the NIAW:
 - Director

2 Purpose and scope of this agreement

This agreement is to enable and facilitate the hosting of the National Imaging Academy Wales by CTMUHB on behalf of NHS Wales Chief Executives.

The agreement is intended to ensure that hosting arrangements are clear and transparent and that the rights and obligations of all parties are documented and agreed.

The National Imaging Academy Wales' annual work plan and performance management arrangements are agreed between the Director of the National Imaging Academy Wales and the Collaborative Executive Group, prior to final sign off by the Collaborative Leadership Forum.

3 Status of this agreement

This agreement is not legally binding and no legal obligations or legal rights arise between the parties from it. The parties enter into this agreement intending to honour its content and spirit.

This agreement is one which is subject to S.7 of the NHS (Wales) Act 2006.

The parties agree that they shall act:

- in the spirit of good faith
- in the interests of minimising costs to themselves
- in the interests of maintaining quality at all times
- in accordance with any applicable statute, directions, orders, guidance or policy.

4 Duration of this agreement

This agreement commences on 1 April 2023 and will run for a period of three years until 31 March 2026.

5 Monitoring and review of this agreement

The Director of the National Imaging Academy Wales will liaise regularly with either CTMUHB's Executive Director of Therapies and Health Sciences or Executive Director of Strategy & Transformation, to monitor the operation of this agreement and to address and resolve any practical issues that may emerge.

5.1 Six monthly formal review meetings

The Chief Executive, CTMUHB and the Director of the NIAW (or nominated deputies) will meet six monthly to discuss current/live issues, the NIAW's progress on establishing governance arrangements with the NHS, and any particular issues relating to hosting arrangements. They will also include early discussions on possible changes or additions to the NIAW's role and remit.

5.2 Review meetings

The named points of contact (section 1) will meet at least six monthly to discuss hosting arrangements and any particular areas of concern. These meetings will include discussion of:

- matters relating to workforce, finance, procurement, facilities and any other corporate support services (note IT requirements will be met via a separate agreement with Digital Healthcare Wales (DHCW))

- possible changes to the NIAW's remit and any other matter which is likely to impact on the corporate support provided by CTMUHB.
- financial performance and any variance against budget, in particular potential over or underspends.

The NIAW will provide a short written report before each quarterly meeting confirming compliance with policies and procedures (e.g. statutory and mandatory training compliance), highlighting any areas of non-compliance.

5.3 Audit & Risk Committee

The Director of the NIAW will attend the CTMUHB Hosted Bodies Audit & Risk Committee at least annually, or as requested by the Audit & Risk Committee, to provide assurance to the Committee that the NIAW is complying with the Hosting Agreement and to highlight and discuss any areas of risk or non-compliance.

5.4 Annual Assurance Statement

The National Imaging Academy Wales will provide an annual Governance Compliance/Assurance Statement to CTMUHB, to confirm that they have complied with the hosting arrangements, highlighting any areas of concern, risk or non-compliance. This statement will inform CTMUHB's Governance Statement which forms part of the Annual Accountability Report.

5.5 Review

The agreement will be reviewed in the fourth quarter of each year by all parties to ensure that it is operating effectively and amendments will be agreed as required.

6 Termination and notice period

The parties acknowledge that if one of the signatories to this document withdraws or otherwise terminates its responsibilities this agreement will terminate twelve months after that event and a new agreement will be drafted and agreed by all the parties that wish to continue to engage with each other in respect of NIAW.

7 Background

In 2016, NHS Wales Chief Executives confirmed their intention to establish an NHS Wales National Imaging Academy Wales to primarily increase the number of Radiology trainees in NHS Wales (with increased classroom training within a dedicated and appropriately equipped facility, significantly enhancing the training capacity, with an economy of scale for required trainer time).

In April 2017 Cwm Taf University Health Board was formally requested to host the National Imaging Academy Wales and its Director and staff. This request was formally accepted on 7 July 2017, subject to confirming hosting arrangements via the hosting agreement. This agreement has been continued by Cwm Taf Morgannwg University Health Board since its formation in April 2020.

The current Director was appointed as Director of the National Imaging Academy Wales on 1st November 2018.

An extension to this agreement was approved by Health Boards and Trusts in March 2021 to be effective for the period 1st April 2021 to the 31st March 2023.

A review of this agreement was initiated in February 2023 to support an extension to the agreement for a further three year period.

8 Nature of the hosting arrangement

CTMUHB will provide services and facilities as agreed with Health Boards and NHS Trusts under this hosting agreement to enable the smooth running of the NIAW. However, CTMUHB will not be responsible or accountable for setting the direction of the NIAW or for the quality of the work undertaken by the NIAW. This rests with the Director of the NIAW reporting directly through the NHS Wales Chief Executive Officer Lead for Imaging to the Collaborative Executive Group and Collaborative Leadership Forum.

9 Appointment of the Director of the National Imaging Academy Wales

The Director of the NIAW and the Academy staff are employed by CTMUHB, but the Director will be appointed by the Chief Executive of the Host Body (on behalf of NHS Boards and Trusts) on recommendation and appropriate scrutiny through interview led by the Chief Executive Lead for NHS Wales, NHS Wales Chief Executive Officer Lead for Imaging, who are also responsible for ensuring continuity of leadership for NIAW.

10 Financial arrangements

10.1 Setting of and responsibility for the National Imaging Academy Wales budget

Whilst complying with CTMUHB's Standing Orders and Standing Financial Instructions (see below), the Director of the NIAW will be accountable through the Host Body Chief Executive to the Collaborative Executive Group.

The Director of the NIAW will have an authorisation limit of £100,000 (equivalent to a Care Group Director at CTMUHB) and will specify an appropriate scheme of delegation for the management of the NIAW's budget. Expenditure over £100,000 will need authorisation from the Chief Executive, CTMUHB (following discussion with the Director of the NIAW and the Lead Chief Executive for Imaging).

CTMUHB will provide the NIAW with monthly financial budget/expenditure reports. The NIAW will be responsible for checking the accuracy of these reports and for reporting and explaining any variance of expenditure against budget profile.

Recurring and non-recurring changes to the NIAW's core budget will be agreed between the Director of the NIAW and the Collaborative Leadership Forum. Such

changes may include in-year recurring or non-recurring uplifts contributed by health boards and trusts to cover agreed additional activities.

10.2 Additional funding

In addition to its core budget, the NIAW may receive additional recurring or non-recurring income from individual NHS Wales bodies or from other sources, for specific work undertaken.

The NIAW will inform CTMUHB of all arrangements for additional funding, and the terms under which the funding is being provided. Any external funding from industry partners must be compliant with any related host body Policies.

Any additional capital funding required for the initial project, on-going maintenance and developments, will need to be provided from within the partner organisations' discretionary capital allocations or if significant, be presented via a joint capital bid to the Welsh Government.

10.3 Financial variances

The Director of the NIAW must achieve a break-even position each financial year.

The Director of the NIAW is responsible for informing the Lead Chief Executive for imaging and the CTMUHB Chief Executive, at the earliest practicable stage, of any significant forecast variances and, in particular, of risks that may result in the underwriting provisions described in section 11 below being required.

In the event that there is a predicted under or overspend against the budget for the NIAW in any year, the parties to this agreement shall consider:

- in the case of an under-spend, whether there are any alternative uses to which the funds can be put consistent with the role of the NIAW, or whether funds should be returned to contributing bodies
- in the case of an over-spend, what steps can be taken to prevent the overspend arising
- any liability that exists as a result of any overspend will be shared on a joint and several basis between the parties signed to this agreement on an agreed risk sharing basis.

10.4 Financial liabilities

CTMUHB shall be the responsible legal entity in relation to liabilities to third parties, save where excepted in this agreement.

The activities of the NIAW will be covered by the Welsh Risk Pool, via CTMUHB; however, will be subject to the normal excess arrangements.

The NHS Wales Chief Executives will collectively underwrite the financial liabilities of the NIAW (on agreed risk sharing basis), where such liabilities cannot be met from within the NIAW's budget or are not covered by the Welsh Risk Pool. This includes any costs associated with redundancy, termination or breaches of employment contract, disputes and health and safety matters.

10.5 Levy to cover the costs of hosting the National Imaging Academy Wales

An agreed annual recurring revenue requirement will be provided to CTMUHB, to cover its 'core' hosting costs.

These costs will need to be reviewed and adjusted upwards on confirmation of any additional support required by the NIAW from the host body and in recognition of any inflationary pressures.

The 'core' hosting costs will be reviewed each year, as part of the overall review of this agreement (see section 5.5) and any additional 'core' hosting costs would need to be managed within the overall agreed NIAW revenue allocation.

With the exception of the agreed hosting costs and any agreed costs arising from issues detailed in section 11, no deductions will be made from the NIAW's budget by CTMUHB and CTMUHB's Cost Reduction Programme / savings targets will not be applied.

CTMUHB will not fund or be liable for any NIAW cost pressures, which must be funded within the agreed NIAW budget.

11 Obligations of CTMUHB under this agreement

11.1 General obligations of CTMUHB

CTMUHB shall be responsible for providing services and facilities to enable the smooth running of the NIAW.

In general, unless otherwise specified, these services and facilities will be equivalent to those provided to teams and services directly managed by CTMUHB. NIAW staff are expected to comply with CTMUHB's policies and procedures.

The services and facilities covered by this agreement may be provided directly by CTMUHB or may be procured from third party providers, including, but not limited to the NHS Wales Shared Services Partnership and Digital Health Care Wales (DHCW)

In hosting the NIAW, CTMUHB shall not be required to in any way act outside its statutory powers, duties, Standing Orders, Standing Financial Instructions or governance and legal obligations.

The NIAW undertakes to indemnify CTMUHB for any liability, losses, costs, expenses and claims that might arise in relation to the management of financial resources and the risk when discharging its duties and it will hold CTMUHB harmless in respect of any claims made by any third party arising out of the operations of the NIAW. The management of any such claim will be undertaken by CTMUHB, in liaison with the NIAW. However, any such claims that arise as a result of CTMUHB not meeting its hosting duties (as detailed in this agreement), then CTMUHB would be held accountable and manage the claim.

CTMUHB will not be responsible for the validity, efficacy or approval of the NIAW's budget or other plans and the NIAW will in fulfilling its obligations not place CTMUHB in a position whereby it breaches any Statute, Regulation, Standing Order, Direction, Measure or any other corporate governance requirement.

Specific services and facilities to be provided are set out below:

- Access to some Committees of the CTMUHB Board as appropriate, in order to discharge elements of the Academy's governance arrangements. These include:
- Quality, Safety & Risk Management – Reporting via the CTMUHB Quality & Safety Committee.
- Audit & Assurance – Reporting periodically to the CTMUHB Audit & Risk Committee
- Remuneration & Terms of Services Committee (RATS)
- IR(Me)R and other Imaging Governance – Reporting via Radiation Safety Committee including Ultrasound Governance.
- Clinical/Corporate Business Meeting(s) – six monthly reviews, including oversight of delivery of hosting agreement

As well as the following:-

- Governance advice and support
- Information Governance, managing overseeing any related Data Subject Access; Freedom of Information requests and related training
- Workplace health & Safety advice & support, including incident reporting and access to Datix
- Limited ad-hoc occasional communications/media support/advice.

11.2 Workforce

CTMUHB will act as the appointing and employing body for all directly employed and existing seconded staff of the NIAW, including the Director. The following services will be provided to the NIAW:

- Payroll services (for employed staff), including processing of expenses claims etc.
- Recruitment and selection support (including provision of selection/assessment tools)
- General people resources advice, with first line advice being provided by a named People Services point of contact
- Access to occupational health services
- Access to and support of the Electronic Staff Record system
- Access to statutory and mandatory training

Any financial liabilities resulting from the direct employment of staff of the NIAW (e.g. costs associated with advertising, redundancy, termination or breaches of employment, disputes and health and safety matters) will be met from the core budget agreed for the NIAW.

In the event that the core budget has insufficient funds to meet or cover the liability, NHS Wales Chief Executives (and not CTMUHB) will collectively underwrite the financial liabilities of the NIAW (on an agreed fair shares basis).

11.3 Finance and procurement

The NIAW's budget will be included within the CTMUHB ledger and the Director and any other NIAW budget holders will be provided with an income and expenditure account and the following on the same basis as provided to CTMUHB budget holders:

- Specified budget codes for the sole use of the NIAW
- Budget holder reports and information
- Management accountancy support and advice, with first line advice being provided by a named member of the finance team
- Payment of invoices
- Internal and external audit
- Access to procurement advice and support
- Appropriate access to the Oracle finance/procurement system

CTMUHB will act as the legal entity which enters into contracts and related agreements for goods and services procured on behalf of the NIAW.

11.4 Accommodation

The NIAW's core recurring budget includes provision for accommodation. The NIAW will occupy premises procured as part of the business case, agreed with NHS Wales Chief Executives and Welsh Government. The maintenance and running costs of premises will be funded from within the NIAW's core budget.

CTMUHB as host will own and maintain the NIAW Building on behalf of NHS Wales. A separate recharge over and above the hosting fee will be charged for buildings maintenance and facilities management, as per the agreed business case.

11.5 Digital Technology

The NIAW will develop a Service Level Agreement (SLA) direct with Digital Health Care Wales to provide the following:

- network infrastructure
- file servers for document storage
- the NHS Wales network and internet
- desktop IT support
- access to mobile services (which may be charged for separately on an 'at cost' basis)
- procurement of new and replacement IT equipment
- hosting of the NIAW's internet and/or intranet sites and technical support in relation to their ongoing maintenance and development

11.6 Other corporate support services

CTMUHB will provide the NIAW with access to various services / support when required. At times there may be a requirement to charge additional costs over and above the core hosting fee for items or levels of support that are not covered within the above arrangements.

This will either be based on the time spent on the activity, or if external advice is required then that will be recharged to NIAW.

This may include, but is not limited to the following:-

- a. Strategic and planning support, including help with development of business plans, etc.
- b. Finance support for Business case development (both revenue and capital)
- c. Additional workforce support/advice above the basic core level outlined above, including any costs associated with redundancy, termination or breaches of employment contract;
- d. Welsh language / translation services
- e. Legal Assistance (this will be provided by NWSSP Legal & Risk Services and recharged)
- f. Internal and external audit fees, for audit & assurance purposes
- g. A lease car scheme for staff meeting eligibility criteria
- h. All aspects of any additional Health Board based IT support, as this is all being provided directly by DHCW to the NIAW, through a separate Service Level Agreement.

12 Reporting

Hosting reporting shall be undertaken as follows:

12.1 Responsible Officer

The Responsible Officer will be the Director of the NIAW and this person will report to the Chief Executive at CTMUHB.

12.2 Accountable Officer

The Accountable Officer will be the Chief Executive of CTMUHB, who will liaise closely with the lead NHS Wales Chief Executive for Imaging.

12.3 Variation

No variation to the Agreement will be valid unless made in accordance with the Change Control Procedure found at Annex A.

13 Obligations of the National Imaging Academy Wales under this agreement

The NIAW will comply with CTMUHB's:

- Standing Orders
- Standing Financial Instructions
- All policies and procedures where they are applicable to the activities of the NIAW as a hosted body (e.g. Health and Safety, workforce etc.)

The Director of the NIAW will have overall responsibility for the appointment of NIAW staff, whilst acting within CTMUHB's recruitment policies. Other than the provision of People Services advice and selection tools, or as specifically requested by the NIAW, CTMUHB will have no role in the appointment of staff.

The Director of the NIAW will be responsible for ensuring that all NIAW staff undertake applicable statutory and mandatory training, which will be made available by Cwm Taf Morgannwg University Health Board. With the exception of statutory and mandatory training, the responsibility for the organisation and funding of the training and development of NIAW staff will rest with the NIAW.

The Director of the NIAW is responsible for the management of risk within the National Imaging Academy Wales and its activities. The NIAW will follow CTMUHB's Risk Management Strategy and Risk Management Policy and will monitor and maintain a risk register for the NIAW on the CTMUHB Datix system. Any potential risks which could impact on the business and safety of CTMUHB will be escalated to the Chief Executive and the Executive Lead with responsibility for risk in CTMUHB. The Director of the NIAW will also ensure that the Chief Executives are apprised of any high risks and the arrangements for providing assurance regarding their management.

CTMUHB can request access to the NIAW's risk register as required, to inform and provide assurance that the overall governance arrangements of CTMUHB are being maintained.

The Director of the NIAW will be responsible for ensuring any additional pieces of work taken on by the NIAW, including expansion in workforce and budget are to be discussed and agreed with CTMUHB.

14 Intellectual property

Unless otherwise agreed (see below) all intellectual property developed or legitimately acquired by the NIAW, shall be owned collectively by the NHS Wales Health Boards and Trusts.

If the intellectual property is to be exploited in any way then terms will be agreed between all the parties in this respect.

In some circumstances, the NIAW may (through CTMUHB) enter into agreements (such as joint working agreements with industry partners) where specific conditions relating to the ownership and exploitation of intellectual property may apply.

15 Data Protection and Freedom of Information

For the purposes of information governance, data protection and freedom of information activity, all data and information held by the NIAW will be deemed to be held by CTMUHB. As a result, any requests for information under relevant legislation will be processed according to CTMUHB's Policies and Procedures. However, the Director of the NIAW will be informed as soon as possible of any relevant requests received and discussion will take place with the Director before any of the NIAW's information is released to a third party. The Director of the NIAW will be responsible for sharing relevant requests, and responses provided, with Health Boards and Trusts as appropriate.

The NIAW may enter into data sharing agreements with Health Boards and Trusts to facilitate the carrying out of its functions. As the host body, CTMUHB will need to be a signatory to such agreements and must be satisfied with their content.

16 Disputes and matters not covered by this agreement

It is inevitable that issues will arise that are not explicitly covered by this agreement. In such cases, and in the event of any disputes, all parties will seek to address these issues and identify appropriate solutions in the common interest of NHS Wales and the public served.

If any party has any issues, concerns or complaints about Hosting, or any matter in this Hosting Agreement, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Accountable Officer and the Responsible Officer, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Accountable Officer and the Responsible Officer within 21 days, the matter may be escalated to the Welsh Government in accordance with the NHS (Wales) Act 2006.

If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to Hosting, the matter shall be promptly referred to the Accountable Officer and Responsible Officer (or their nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect Hosting, without the prior approval of them (or their nominated representatives).

17 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and, without affecting the escalation procedure set out in section 17, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Annex A

Annex A – Change Control Procedure

1. Changes may be proposed by any party to the Responsible Officer who will then discuss them with the Accountable Officer.
2. The Changes may be agreed or rejected by both of those individuals.
3. All parties will be notified of the decision and any resulting change will be recorded in writing and annexed to this agreement.
4. Any dispute regarding the proposed changes will be dealt with by the escalation procedure except in that different officers of each body will deal with the dispute.

Date of change	Section No.

DRAFT