

**CYFARFOD BWRDD PRIFYSGOL IECHYD
UNIVERSITY HEALTH BOARD MEETING**

DYDDIAD Y CYFARFOD: DATE OF MEETING:	19 February 2026
TEITL YR ADRODDIAD: TITLE OF REPORT:	Regional Cellular Pathology Programme – Transitional Memorandum of Understanding
CYFARWYDDWR ARWEINIOL: LEAD DIRECTOR:	Andrew Carruthers, Chief Operating Officer, Hywel Dda University Health Board
SWYDDOG ADRODD: REPORTING OFFICER:	Sian-Marie James, Assistant Director of Corporate Legal Services and Public Affairs, Hywel Dda UHB Rose Turrell, Pathology Programme Manager, RJC PMO

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

This report accompanies the Regional Pathology Transitional Memorandum of Understanding (MOU), which has been redrafted to reflect changes which have taken place since Health Board(s) approval of the transitional MoU in March 2025.

The report will be presented to the Extraordinary Regional Joint Committee (RJC) meeting on 16 February 2026 for endorsement.

The Board is asked to approve the redrafted Transitional Memorandum of Understanding (Appendix A) for Regional Pathology, subject to the endorsement of the RJC on 16 of February 2026.

Cefndir / Background

The Regional Pathology Transitional MoU was approved in March 2025, at both Hywel Dda and Swansea Bay UHBs' Public Health Board meetings.

The Transitional MoU will facilitate the organisations to:

- Share information.
- Develop a joint management structure.
- Outline considerations for staff working across the region.
- Undertake joint procurement.
- Develop regional leadership arrangements and governance.

Since the approval of the Transitional MoU in March 2025, several changes have occurred in the Pathology programme structure and governance arrangements to reflect the scope of the

programme, as outlined in the paper agreed by both Health Boards' Public Board meetings in September 2025, as follows:

- The aspiration to develop a fully integrated regional cellular pathology service in a single facility for South-West Wales.
- The intention to develop a business case to support the conversion of one of the two preferred site options for the development of a regional cellular pathology and through the development of that business case confirm the preferred option.
- The continued exploration of external partnership opportunities (e.g. reporting service, managed service contract for specialist laboratory equipment).
- The commitment to developing a single regional pathology service hosted by Swansea Bay UHB as outlined in the Transitional Memorandum of Understanding re-endorsed in March 2025 Board meetings.
- To review any pathology leadership vacancies that emerge in either organisation whilst the capital solution is being developed for regional replacements or alternative interim arrangements/consolidation.
- To consider options to relieve pressure on Glangwili Hospital and implement a transitional plan to consolidate some services at Singleton Hospital (e.g. specialist services).

Asesiad / Assessment

The transitional MoU has been updated to reflect the changes in programme scope, structure, governance and timeline, including but not limited to the following:

- 1) The MoU will now terminate on 31 March 2028 or on completion of the project, whichever is the latest.
- 2) References to the former regional support structure known as 'ARCH'. Or 'ARCH PMO' have been changed to 'RJC' or 'RJC PMO'.
- 3) The updated Terms of Reference (ToR) of the Regional Cellular Pathology Governance structure have been inserted.
- 4) The proposed Operational Delivery Network (ODN) leadership arrangements have been removed.

The future ODN leadership arrangements will be addressed through the detailed service specification, which will be drafted in Q1 2026/27.

Argymhelliad / Recommendation

The Board is asked to **APPROVE** the redrafted Transitional Memorandum of Understanding (Appendix A) for Regional Pathology, subject to RJC endorsement on 16 February 2026.

Amcanion: (rhaid cwblhau) Objectives: (must be completed)	
Cyfeirnod Cofrestr Risg Datix a Sgôr Cyfredol: Datix Risk Register Reference and Score:	Varies between Health Boards
Parthau Ansawdd: Domains of Quality Quality and Engagement Act (sharepoint.com)	7. All apply
Galluogwyr Ansawdd: Enablers of Quality: Quality and Engagement Act (sharepoint.com)	Not Applicable
Amcanion Strategol y BIP: UHB Strategic Objectives:	All Strategic Objectives are applicable
Amcanion Cynllunio Planning Objectives	1 Workforce Stabilisation 4 Planned care, diagnostics and cancer Recovery
Amcanion Llesiant BIP: UHB Well-being Objectives: Hyperlink to HDdUHB Well-being Objectives Annual Report 2021-2022	2. Develop a skilled and flexible workforce to meet the changing needs of the modern NHS 8. Transform our communities through collaboration with people, communities and partners 4. Improve Population Health through prevention and early intervention, supporting people to live happy and healthy lives

Gwybodaeth Ychwanegol: Further Information:	
Ar sail tystiolaeth: Evidence Base:	Regional Pathology Programme
Rhestr Termiau: Glossary of Terms:	MoU – Memorandum of Understanding ARCH – A Regional Collaboration for Health RJC – Regional Joint Committee PMO – Programme Management Office
Partion / Pwyllgorau â ymgynhorwyd ymlaen llaw y Cyfarfod Bwrdd Iechyd Prifysgol: Parties / Committees consulted prior to University Health Board:	Regional Joint Committee

Effaith: (rhaid cwblhau) Impact: (must be completed)	
Ariannol / Gwerth am Arian: Financial / Service:	N/A

Ansawdd / Gofal Claf: Quality / Patient Care:	This MoU will enable the development of a fully integrated regional Cellular Pathology Service for South-West Wales, by clarifying the accountability, governance and statutory responsibilities during the transition to a joint service. This will support improvements to the service quality and safety outcomes.
Gweithlu: Workforce:	The MoU supports the sharing of workforce information which will enable development of the Pathology ODN Service Specification, the delivery of a staff engagement plan, and the OCP.
Risg: Risk:	Without a signed transitional MoU there is a risk to the delivery of a Regional Cellular Pathology ODN.
Cyfreithiol: Legal:	This document was edited in collaboration with Legal and Risk at NWSSP.
Enw Da: Reputational:	N/A
Gyfrinachedd: Privacy:	N/A
Cydraddoldeb: Equality:	N/A

DATED _____

**TRANSITIONAL
MEMORANDUM OF UNDERSTANDING**

BETWEEN

SWANSEA BAY UNIVERSITY LOCAL HEALTH BOARD

AND

HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD

**OPERATIONAL DELIVERY NETWORK SOUTH-WEST WALES
REGIONAL PATHOLOGY 2024/2025**

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This Transitional MoU is dated _____

Parties

- (1) SWANSEA BAY UNIVERSITY LOCAL HEALTH BOARD of One Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot, SA12 7BR (**SBUHB**)
 - (2) HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD of Second Floor, Block C, Government Buildings, Picton Terrace, Carmarthen SA31 3BT (**HDUHB**)
- Each a **Health Board** and together the **Health Boards** as the context requires.

1. BACKGROUND

1.1 On 22nd November 2022, SBUHB and HDUHB submitted a Report to their respective Boards to take forward the development of an Operational Delivery Network (ODN) as the management model for South-West Regional Pathology Services (“**Service**”). The Report recommendations were approved in both public Board meetings, confirmed in minutes. HDUHB agreed to collaborate with SBUHB to establish the ODN. The re-designed regional pathology service (“**Project**”) will bring together two organisations; SBUHB and HDUHB laboratory-based services under one umbrella. In time, it is planned that the ODN will also lead on behalf of the organisations in the commissioning of:

- 1.1.1 a microbiology services for the region. Currently, these are provided in the majority of instances by Public Health Wales (PHW). This change will facilitate delivery of a new regionalised and co-located service model, supported by integrated management and a joint Health Board workforce; and
- 1.1.2 a regional pathology hub laboratory. The proposed hub laboratory will incorporate regional services for cellular pathology, laboratory medicine, microbiology, immunology and specialist reference units and precision medicine laboratories.

The term “Laboratory Medicine” is used throughout the document to refer to the discipline known as Blood Sciences in Hywel Dda, as well as any equivalent service created by the amalgamation of SBUHBs Laboratory Medicine and HDUHB’s Blood Sciences services.

1.2 Major aspects of the case for change to develop the Project are based on workforce fragility (which has now reached a critical phase), future proofing for demand and developments in service delivery, financial efficiencies and estates with significant backlog maintenance and of a design that is not fit for purpose to deliver modern laboratory services in the majority of cases. The pathology service must be developed to meet service user’s changing expectations in

respect of high quality, safe and efficient health care services and the delivery of these services as close to home as possible. The pathology service must embrace competitiveness and a commissioner-led focus. It requires strong local clinical leadership and a business orientated management infrastructure, focusing on productivity by matching the workforce to activity, workflow and the roles and functions that are needed to deliver the ODN, through improving systems and processes and realising the benefits of new technology. The ODN will be a partnership between participating organisations, working collaboratively to achieve its common goals and purpose.

- 1.3 This is a transitional Memorandum of Understanding (“**Transitional MoU**”) and its purpose is to outline the accountability arrangements and resulting responsibilities of the Health Boards in respect of the transitional ODN model, to act as the (transitional) hosting agreement between the Health Boards and to bridge the gap before the Health Boards enter into the MoU for the ODN which will come into effect after the transitional phase has completed, when the final details of the ODN have been agreed. This Transitional MoU should be read in conjunction with the Report to SBUHB’s Board dated 22nd November 2022. This Transitional MoU is between SBUHB and HDUHB only. It is envisaged that separate agreements (MoUs etc.) will be entered into by the Health Boards for commissioning arrangements pursuant to the MoU for the ODN after the transitional phase has completed.
- 1.4 The future ODN will be hosted and managed by SBUHB. This hosting role is entirely separate from the role of SBUHB as a provider of pathology services and all references to SBUHB throughout this Transitional MoU (unless otherwise stated) refer to SBUHB’s role as host of the ODN. SBUHB will ensure a clear distinction between its day-to-day operational responsibilities, as a health care provider for its local population and its responsibilities as the host of the ODN.
- 1.5 The Health Boards have agreed to work together on the Project detailed in 0.
- 1.6 The Health Boards wish to record the basis on which they will collaborate with each other on the Project. This Transitional MoU sets out:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the Health Boards will put in place; and
 - (d) the respective roles and responsibilities the Health Boards will have during the Project.

2. DEFINITIONS

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

“**Intellectual Property Rights**” means any and all patents, trade marks, service marks copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future

subsisting in the United Kingdom or any other part of the world together with all or any good will and accrued rights of action;

“Programme of Work” means the development of the Pathology ODN in its transition period (up to 31 March 2028). This includes;

- (i) The development of the leadership team and any associate staff changes to existing pathology leadership structures.
- (ii) The process by which pathology staff transfer from existing employers to the ODN under the hosted arrangements.
- (iii) The programme management of the development of the network via the existing programme management arrangements and resources.
- (iv) Develop and agree a commissioning arrangement to include a service specification, commissioning method and financial consideration of investment and risk approach
- (v) Ensuring the parallel production of the capital business case for the Hub Laboratory and spoke refurbishments continues to reflect the changing regional nature of pathology service provision and that the regional management team fully engage with the capital business case process to produce a robust, region OBC for the capital infrastructure to support the network in future years.

3. AGREED GOALS FOR THE PROGRAMME

3.1 On 25 September 2025, the Health Boards agreed the following:

- (a) To develop a fully integrated regional cellular pathology service (Option 5) in a single facility for South West Wales.
- (b) To progress development of a NHS developed and managed regional service.
- (c) To develop a business case to support the conversion of one of the two preferred site options for the development of a regional cellular pathology and through the development of that business case confirm the preferred option
- (d) The continued exploration of external partnership opportunities (e.g. reporting service, managed service contract for specialist laboratory equipment)
- (e) To develop a single regional service pathology hosted by Swansea Bay as outlined in the Transitional Memorandum of Understanding re-endorsed in
- (f) To review any pathology leadership vacancies that emerge in either organisation whilst the capital solution is being developed for regional replacements or alternative interim arrangements/consolidation.
- (g) To consider options to relieve pressure on Glangwili and implement a transitional plan to consolidate some services at Singleton (e.g. specialist services)

4. CONTRIBUTIONS

- 4.1 The Health Boards acknowledge that the current position with regard to the Project and the contributions already made or to be made (financial and otherwise) are as detailed in Annex D to this Transitional MoU.

5. PRINCIPLES OF COLLABORATION

- 5.1 The Health Boards agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this Transitional 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 their respective roles and responsibilities set out in this Transitional MoU;
- (c) be open and transparent. Communicate openly about major concerns, issues or opportunities relating to the Project to inform good decision-making and to minimise risk;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation. In particular, the Health Boards agree to comply with the requirements of the Information Sharing Protocol attached to this Transitional MoU in 0;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Transitional MoU. In particular the parties agree to make the contributions detailed in 0 to this Transitional MoU;
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles;
- (k) be mutually supportive, respecting the statutory status and independence of all participating organisations; and
- (l) be valued at the highest levels within the ODN, with visible leadership, clear lines of accountability and a coherent collaborative approach.

6. PROJECT GOVERNANCE

6.1 Overview

As a non-statutory organisation without legal identity, the ODN does not in itself possess constitutional rights, but rather it will fall under the governance arrangements of its host organisation, SBUHB. Commissioners will continue to be accountable for the commissioning of services and providers will continue to be accountable for the delivery of services. Each Health Board would either be separately or collectively accountable for the commissioning of services.

The Health Boards will have in place appropriate governance arrangements and Schemes of Delegation as may be necessary and required in order to carry out their respective functions within the ODN.

The ODN will be accountable to 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 HR and corporate services, accommodation and training.

The governance structure defined below provides a structure for the development and delivery of the Project.

6.2 Guiding Principles

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Project governance arrangements set out in this Transitional MoU.

6.3 Functions of ODN Leadership Team in connection with the Transitional ODN and Recruitment

The ODN Leadership Team acts as a resource, co-ordinator and facilitator for all its stakeholders to achieve a collaborative approach to safe and equitable and effective specialised pathology services. It is envisaged that the Leadership Team will perform the following functions:

- To be operationally responsible for the delivery of the Pathology ODN and all of its associated services.
- To work alongside the Network Director to provide senior leadership, operational accountability and resource management.

- To lead on Quality and Safety for the Network.
- To take responsibility for the duties set out in Section 18 (Duty of the designated individual) of the Human Tissue Act 2004.
- To lead the operational running of Mortuary services in both Health Boards under the direction of the Mortuary services MOU.

There will be recruitment into a fixed term post linked to the establishment of the Network. However, this fixed term post is not required for the recurrent running of the service once established and the senior leadership team is in place.

6.4 **Provider Organisations within the Transitional ODN**

The following organisations shall perform the following ODN functions:

Organisation	Function
Swansea Bay University Health Board	ODN host organisation, and Commissioner of the ODN
Hywel Dda University Health Board	Commissioner of the ODN
Public Health Wales	Provider of majority microbiology services in region. Commissioned by HDUHB and SBUHB (not in scope for this phase, but potentially subject to later commissioning arrangements).
Regional Joint Committee of Swansea Bay University Health Board and Hywel Dda University Health Board	Hywel Dda University Health Board and Swansea University Health Board are joint members of the Regional Joint Committee leading the programme supporting change in service delivery i.e. the formation of the ODN.

6.5 **Governance Structure**

Governance is through the ODN Steering Group to provide overall strategic oversight and direction to the Project; the Terms of Reference (ToR) is provided in Annex C. The Terms of Reference of the RJC and Clinical Services Subgroups are also listed in Annex C – Appendix 1.

- 6.6 Each Health Board is a body corporate under s11 of the National Health Service (Wales) Act 2006. As such, each Health Board shall refer all matters in respect of this Transitional MoU, to their respective Boards for decision-making.

7. EMPLOYMENT OF STAFF

- 7.1 The working assumption is that when the ODN takes effect (and not during the phase of this Transitional MoU) it is anticipated that there will be a “relevant transfer” for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (“TUPE”) i.e. the ODN function for pathology services is formed by transferring existing staff into the ODN host organisation (SBUHB) and the assumption is that TUPE will apply to staff who are in scope to transfer under TUPE at the commencement of the provision of the pathology services. Any new posts are appointed to SBUHB as ODN posts and therefore, TUPE on commencement of services will not apply to these new posts.

In the event that the Transitional MoU proceeds to the MoU for the ODN, the existing employer, will be responsible for any TUPE arrangements (e.g. the obligation to inform and consult with appropriate representatives (where appropriate) and provide Employee Liability Information under regulation 11, TUPE) and in respect of re-tendering and the handover of services. If and when the provision of pathology services under the ODN expires or terminates pursuant to applicable contracts, SBUHB, as the employer under the ODN, will be responsible for the application of TUPE (e.g. the obligation to inform and consult with appropriate representatives (where appropriate) and provide Employee Liability Information under regulation 11, TUPE) and in respect of re-tendering and the handover of services.

As part of the transitional phase/this Transitional MoU, the Health Boards shall agree which services are to be transferred to the ODN and consequently, which staff are in scope to TUPE transfer. This information will be used to inform the MoU for the ODN and will be captured in the ODN Service Specification as and when developed.

- 7.2 SBUHB shall be responsible for the appointment of staff in line with the posts agreed through the Pathology ODN Operational Group.
- 7.3 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.

- 7.4 The ODN staff will be accountable for their performance to the Service Group Director, who, for this role, is accountable to the ODN Senior Responsible Officer Director in SBUHB.
- 7.5 The ODN core team will work across the Network flexibly to meet the needs of the service and provide a visible presence in all sites. Some posts in the Network will be regional roles, i.e. working across or being responsible for services across multiple sites. ODN staff will require practice rights in both Health Board organisations regardless of their normal 'base' site as they could be required to work across the network as part of their roles. In the transitional phase and prior to any TUPE transfer, those staff who have been identified as working across both Health Board sites will be given practice rights to practice within both sites. Such rights will be supplemental to the staffs' existing contracts (via a collateral contract or "side letter"), which will bridge the gap prior to implementation of the MoU for the ODN and the TUPE transfer. On the relevant TUPE transfer date, the side letter will remain in force (for the duration of the contract or for as long as cross-site practice rights are necessary), to provide for cross-site practice rights where applicable to those staff who are required to practice within both Health Board sites.
- 7.6 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. New ODN staff will be subject to all SBUHB HR policies including annual appraisals/PADR and disciplinary processes ODN staff in training will be expected to work in the geographic areas of both Health Boards, as part of their training.

8. ESCALATION

- 8.1 If either Health Board has any issues, concerns or complaints about the Project, or any matter in this Transitional MoU, that Health Board shall notify the other Health Board and the Health Boards shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable time, the matter shall be escalated to the Cellular Pathology ODN Steering Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved, it will be escalated to the CEOs of both organisations. If the CEOs cannot resolve the dispute, it will be escalated to Welsh Ministers for resolution.

9. RISK MANAGEMENT

- 9.1 A risk management arrangement and process will be established in the event of closure of the ODN. This will include an assurance process to ensure risks are identified, analysed, evaluated, controlled, monitored and communicated appropriately.

- 9.2 A quality assurance process will be undertaken to ensure consistency of standards and quality of care across the ODN. This will include ODN facilitated external/internal peer review undertaken as appropriate.
- 9.3 There will be an ODN escalation plan and structures established in the event of a major incident / surge with links to appropriate organisations for effective emergency preparedness, resilience and response arrangements.

10. INTELLECTUAL PROPERTY

- 10.1 The Health Boards intend that notwithstanding any secondment, any Intellectual Property Rights created in the course of the Project shall vest in the Health Board whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of both Health Boards in the Health Board that was instrumental in creating the Intellectual Property Right).
- 10.2 Where any Intellectual Property Right vests in either Health Board in accordance with the intention set out in clause 10.1 above, that Health Board shall grant an irrevocable licence free of charge to the other Health Board to use the Intellectual Property Rights for the purposes of the Project.
- 10.3 Each Health Board shall retain all title, right and interest in and to its respective Intellectual Property Rights.
- 10.4 Property Rights created prior to the effective date of, or outside the scope of, this Transitional MoU ("Background IP"). Save as expressly granted under this clause 10 or as otherwise agreed herein, nothing in this Transitional MoU shall be construed as a transfer, licence and/or assignment from one Health Board to the other of ownership of, title, right or interest in and to its respective Background IP.

11. DATA PROTECTION AND INFORMATION GOVERNANCE

- 11.1 The Health Boards agree to comply with the requirements of the Information Sharing Protocol and to enter into a Data Sharing Agreement as applicable, as attached to this Transitional MoU in Annex B.

12. TERM AND TERMINATION

- 12.1 This Transitional MoU shall commence on the date of signature by both Health Boards, and subject to clause 12.3, shall expire on 31 March 2028 or on completion of the Project, whichever is the latest.
- 12.2 If the Project is not completed by 31 March 2028, the Cellular Pathology ODN Steering Group shall propose the time period of extension for the Transitional MOU for decision by both Health Boards in their Board meetings.
- 12.3 Either Health Board may terminate this Transitional MoU by giving at least six months' notice in writing to the other Health Board at any time.

13. VARIATION

- 13.1 This Transitional MoU, including the Annexes, may only be varied by written agreement of the Cellular Pathology ODN Steering Group.

14. CHARGES AND LIABILITIES

- 14.1 Except as otherwise provided, the Health Boards shall each bear their own costs and expenses incurred in complying with their obligations under this Transitional MoU.
- 14.2 The Health Boards agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in 0 to this Transitional MoU to be developed by the Cellular Pathology Steering Group within three months of the date of this Transitional MoU.
- 14.3 Both Health Boards shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Health Board intends that the other Health Board shall be liable for any loss it suffers as a result of this Transitional MoU.

15. OWNERSHIP OF ASSETS

- 15.1 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.
- 15.2 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 a commissioner shall require and within such timescales as are reasonably required.
- 15.3 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.

16. PROCUREMENT

- 16.1 When existing contracts, which have been entered into separately by each Health Board, have expired, it is envisaged that new contracts will be entered into for the benefit of the ODN by adopting a joint approach, for example, SBUHB will act as the lead procurer for goods, services and works that are required by the Health Boards.
- 16.2 Existing (separate) contracts entered into by the Health Boards will remain in force until their expiry date (unless such contracts may be lawfully terminated, for example, because of contractor default, insolvency etc. or where the Health Boards have a right to terminate at will on written notice). Upon expiry, the approach in clause 16.1 above will be adopted.
- 16.3 Where contract terms permit and subject to the public procurement rules in force at the time, in order to be in a position to re-procure jointly, a Health Board may extend (or not, as the case may be) any existing contract to align its expiry date with a corresponding contract entered into by the other Health Board.

17. HOST HEALTH BOARD - DUTY OF CARE

- 17.1 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 ODN as the host Health Board, properly and efficiently in accordance with this Transitional MoU and its overall responsibilities under the National Health Service (Wales) Act 2006 and all other appropriate legislation.
- 17.2 SBUHB shall keep the ODN informed of any reasonably foreseeable or actual changes in circumstances which are likely to affect its ability to comply with the terms of this Transitional MoU as the Host Health Board.

18. MANAGEMENT OF CONCERNS

- 18.1 Where a matter is received into the ODN and is regarded as an individual concern (as defined in The National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 ("Redress Regulations")), SBUHB will only be responsible for the management of those concerns where qualifying liability (as defined in the Redress Regulations) in tort is established, which relates to its geographical area of responsibility and arises from its own resident population. In such circumstances, the Chief Executive of SBUHB will be responsible for investigating and responding to the concern in accordance with the Redress Regulations. For the avoidance of doubt, complaints or matters which are not Concerns or Complaints (as defined in the Redress Regulations) but which otherwise relate to the performance of this Transitional MoU, are dealt with under clauses 18.5 and 18.6 of this Transitional MoU.
- 18.2 Individual Concerns or Complaints 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 no later than two (2) Working Days of becoming aware of that Concern or Complaint.
- 18.3 Where a Concern or Complaint involves the exercise of functions by both SBUHB and HDUHB, the Health Boards shall co-operate for the purposes of co-ordinating the handling and consideration of the Concern or Complaint in accordance with the Redress Regulations and shall ensure that the person who notified the Concern or Complaint receives a co-ordinated response to the Concern or Complaint that he or she has notified. This duty to cooperate includes a duty for each Health Board to:
- (a) agree which Health Board shall take the lead in:
 - (i) co-ordinating the handling and consideration of the Concern or Complaint; and
 - (ii) communicating with the person who notified the Concern or Complaint;
 - (b) provide information relevant to the handling and consideration of the Concern or Complaint which is reasonably requested by the other Health Board; and
 - (c) to ensure that it is represented at any meeting reasonably required in connection with the handling and consideration of the Concern or Complaint.

- 18.4 In respect of the performance of this Transitional MoU, both Health Boards shall and shall procure that their staff shall be required to comply with the duty of candour introduced pursuant to the Health and Social Care (Quality and Engagement) (Wales) Act 2020 and any Guidance issued in relation to the implementation of this duty and the 2020 Act, where an outcome triggers the duty of candour procedure.
- 18.5 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.
- 18.6 If either Health Board receives any formal inquiry, complaint, claim or threat of action (which is not a Concern or Complaint (as defined in the Regress Regulations) 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) or under the Data Protection Legislation in relation to the Project ("Receiving Health Board"), such inquiry, complaint, claim or threat of action shall be dealt with by that Receiving Health Board, having regard to its internal policies and procedures and all relevant law. Where either Health Board receives a formal inquiry, complaint, claim or threat of action from a third party which requires information from the other Health Board prior to responding, the other Health Board shall assist and cooperate in a timely manner to enable the requesting Health Board to comply with its information and other disclosure obligations. If the Health Board providing the information to assist the other Health Board considers that the information is confidential or otherwise not in its interests or in the public interest to disclose, it shall have the opportunity to make representations to the requesting Health Board and both Health Boards shall attempt to reach agreement as to what information is disclosable. The requesting Health Board shall have absolute discretion as to what information, provided by the other Health Board, may be disclosed when responding to a formal inquiry, complaint, claim or threat of action from a third party. In all cases, the Receiving Health Board shall report the matter to the Pathology ODN Operational Group.

19. AUDIT

- 19.1 SBUHB 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.
- 19.2 SBUHB will ensure that relevant external audit arrangements are in place which give due regard to the functions of the ODN.

20. EFFECT OF ODN ON SBUHB'S CORE FUNCTIONS

- 20.1 In the event of SBUHB's determining (acting reasonably) that the performance by SBUHB of its obligations under this Transitional MoU is having a detrimental effect on SBUHB's ability to fulfil its core functions, SBUHB may instruct the ODN Senior Responsible Officer and SBUHB's Chief Executive to review the operation of this Transitional MoU.
- 20.2 In carrying out a review of this Transitional MoU further to clause 20.1 above, the ODN Senior Responsible Officer and SBUHB's Chief Executive shall consider the source and manner of any detriment identified by SBUHB's Board

further to clause 20.1 and shall put forward such amendments and variations to this Transitional MoU and the associated governance arrangements between the ODN and SBUHB as they may consider appropriate.

- 20.3 SBUHB's Board shall consider the recommendations made further to clause 20.2 and may recommend to the ODN Senior Responsible Officer and the Chief Executive of SBUHB that this Transitional MoU and the associated governance arrangements are amended accordingly.

21. STATUS OF MoU

- 21.1 This Transitional MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Health Boards from this Transitional MoU. The Health Boards enter into the Transitional MoU intending to honour all their obligations.

- 21.2 Nothing in this Transitional MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Health Board, constitute either Health Board as the agent of the other Health Board, nor authorise either of the Health Board to make or enter into any commitments for or on behalf of the other Health Board.

Signed for and on behalf of

**SWANSEA BAY UNIVERSITY LOCAL
HEALTH BOARD**

Signature:

Name:

Position:

Date:

Signed for and on behalf of

**HYWEL DDA UNIVERSITY LOCAL
HEALTH BOARD**

Signature:

Name:

Position:

Date:

ANNEX A - The Project

Project overview

The South-West Wales Pathology Programme has two key components:

1. The development of a single Regional Pathology service via an Operational Delivery Network (ODN) approach, with Swansea Bay as the host organisation.
2. The development of a Hub Laboratory Centre of Excellence to provide fit for purpose modern laboratory service for the region and local laboratory refurbishments via Welsh Government Capital investment processes. Three sites are being considered and will be the subject of an Options Appraisal paper.

This MOU focusses on the development of the Operational Delivery Network (ODN). The Business Case for development of the Hub building and local laboratory refurbishments has separate governance led by SBUHB.

The development of the ODN aims to provide stability and sustainability to pathology service across the region. Developing critical mass of service delivery, joint training and quality management systems, single digital information systems and collective recruitment for hard to recruit to roles will all contribute to decreasing risk with current service delivery methods. The balance of risk between the organisations does need to be considered as part of the establishment of the network and arrangements with regard for example capital investment in retained local laboratory services outside of any investment secured by the capital process will need to be considered i.e. significant backlog maintenance to existing buildings.

One of the key aims of the network is to ensure consistency of service delivery to the regional population regardless of their location. This will be achieved through the implementation of digital pathology solutions where possible, the development of a robust regional transport and logistics network and the timely analysis and reporting of investigations. Developing consistent service models and equipment and processes in all laboratories will also shore up business continuity through the movement of samples in the event of any laboratory down time in any site.

Background

To progress the transformation plan for Pathology services in South-West Wales, the Health Boards agreed the need to create a Regional Pathology service model. This approach, new for NHS Wales but not across the United Kingdom would enable joint recruitment, collaborative development of service plans, standardisation of approach, equipment and facilities and the benefits of consolidation. A number of possible options of how a regional management model could operate that would be underpinned by a strong governance framework and an agreed set of principles were considered.

A Joint Executive meeting between SBUHB and HDUHB was held on 24th November 2021; these points were discussed and a subsequent visioning workshop was held on 29th November 2021, chaired by the then CEO of Swansea Bay UHB.

A Regional Pathology Task and Finish (T&F) Group convened in 2022, chaired by the COO from HDUHB, and supported by the Director of Therapies at SBUHB as SRO for the ARCH Regional Pathology Transformation Programme. The group considered their options for the management model and undertook an appraisal and sought advice from NHS Wales Legal and Risk services. The detail of the decision-making process is covered in the November 2022 paper considered by both Health Boards (see Appendix). The conclusion was the development of an Operational Delivery Network (ODN) for Pathology services with an aim to be operational by Q4 2022/23,

Following the establishment of the ARCH Pathology team in early 2023/24 the task of delivering the ODN model moved forward at pace. The terms of reference of the T&F group were revised to form an ODN Transition Board and subgroups established to consider implications for Finance and Commissioning, Workforce and Digital services. In addition, Legal & Risk advice has been retained to work with both HB governance teams on the Memorandum of Understanding and legal agreements required to deliver the network.

To date the following developments have been agreed:

1. Development and agreement of a Mortuary MOU for the Region. This has facilitated closer working between the mortuaries and the appointment of a regional mortuary team, joint training processes and rotations.
2. Development and agreement of joint regional management structure and job descriptions and person specifications for those roles

3. Baseline assessment of performance, resources, quality/accreditation, compliance and workforce for the region
4. Review of existing logistics and transport arrangements
5. Continued development of regional Digital Cellular Pathology pilot in the region
6. Staff engagement in all laboratories in the region to develop the identity and culture of the regional service and understand the current strengths and challenges on each individual site.
7. Appointment of a single Designated Individual (DI) for the regional mortuary service following the retirement of the current HDUHB post holder. This has been achieved by appointment of the same individual to take responsibility for both Health Board licenses, although licenses still remain separate.

Current work is focussing on:

1. Development of a regional 'compliance' team structure to combine functions in both organisations in pathology, IT, Quality, Health and Safety and Training
2. LIMS 2.0 roll out regionally by February 2025. To ensure that the region has a consistent pathology digital system with replicable supporting processes in both health boards
3. Consideration of the regional recruitment and training of non-consultant medical staff to histopathology
4. Development of a Transitional Pathology Regional MOU for consideration by both Boards to support the development of the regional management team and integrated service change
5. Development of the Service Specification and commissioning arrangements for the Pathology service for consideration by both organisations.

The proposal therefore is to continue to regionalise the service via the Transition Board but also move into the territory over the next 12 months of harmonising workforce arrangements. Once the commencement date of the Network is agreed by both Boards the process of appointing into the senior leadership team and subsequent TUPE transfer of staff into the new service model will commence.

Transitional MOU

This transitional MOU has been developed by a task and finish group established under the leadership of the then ARCH Programme Director with input from NHS Wales Shared Services – Legal and

Risk, and SBU and HDUHB Governance Teams. The group has met monthly to develop the attached draft MOU for the transition period.

The Transitional MOU takes the same form as the proposed final MOU but with the following differences:

- Transitional MOU covers the period to 31 March 2028, or to the point at which the ODN is delivered, whichever is first. It has no permanence as the organisations will need to agree to the formal MOU once developed for the recurrent networked service
- The ToR for the ODN will be developed during the transition period and therefore this annex and others are under development through the transition period

The Transitional MOU seeks to support:

- Development of the Service Specification for the Pathology ODN
- Development of Commissioning arrangements including quality management and assurance
- Support to start implementing the leadership team for the regional service
- Information and data sharing of staff information and clinical service information

ANNEX B - Information Sharing Protocol

The Health Board Information Governance Teams will work with the RJC PMO and Cellular Pathology ODN Steering Group to develop and approve an Information Sharing protocol between the organisations.

This is already in place for the separate Mortuary MOU and will form the basis of the overall Pathology Protocol.

A DPIA has been undertaken to assist in the development of the protocol.

ANNEX C - Terms of Reference

See Appendix 1

- ODN Steering Group ToR Page 1-4
- Regional Joint Committee ToR Page 5-12
- Regional Clinical Services Group Page 13-18

ANNEX D – Contributions

The Finance and Commissioning Sub-Group is tasked with developing the Service Specification and Commissioning arrangements for the ODN. The ODN Steering Group will have to approve these in transition prior to any decision to fully establish the ODN. This will confirm the resource responsibilities and risk sharing on commencement of the ODN and assurance and monitoring arrangements.

Appendix 1

ODN Steering Group Terms of Reference

Regional Cellular Pathology ODN Steering Group TERMS OF REFERENCE

1. Purpose

The purpose of the Regional Cellular Pathology ODN Steering Group is to provide strategic leadership, oversight, and coordination of the development and delivery of the Regional Cellular Pathology Service. The group will ensure alignment with the regional service model, governance arrangements, and the objectives set by the Regional Joint Committee and respective Health Boards.

The group has been reconstituted following the September 2025 public Board meetings of Swansea Bay and Hywel Dda University Health Boards whereby a number of key actions were endorsed to inform the next steps of the programme; to develop a Regional Cellular Pathology Operational Delivery Network (ODN) and to identify a single site suitable for a Regional Cellular Pathology Laboratory in South West Wales.

2. Scope

The Regional Cellular Pathology ODN Steering Group will collaborate to:

Develop revised governance arrangements to support the development of alternative options via this Steering Group, jointly chaired by Executive Directors from both organisations.

Support the finalisation and management of the Transitional Memorandum of Understanding (MoU) to underpin the regional collaboration.

Refresh and define the dedicated workstreams for finance/procurement/commissioning, digital, and workforce.

Revise the regional schedule of accommodation for cellular pathology services at a single location, as opposed to a multi-discipline laboratory hub.

Reappraise potential locations for any new facility, including NHS and non-NHS options.

Continue to consider alternative delivery models and resourcing options, informed by examples from pathology networks across the UK.

Oversee the development of a preferred facilities option for cellular pathology, including long-list and short-list appraisals, and procurement approaches in light of available capital.

3. Frequency of Meetings

The Steering Group will meet on a monthly basis, or more frequently if required, until its objectives are achieved or otherwise directed by the Regional Joint Committee.

Extraordinary meetings may be convened at the request of the Chair or upon agreement of the majority of members.

4. Membership, Quorum, and Attendance

Executive leadership

Chief Operating Officer, Hywel Dda University Health Board (Co-Chair)

Director of Planning and Partnerships, Swansea Bay UHB (Co-Chair)

Director of Strategy and Planning, Hywel Dda UHB

Core Membership from each Health Board:

Service Directors

IT/Digital Director representatives

Finance Director representatives

Workforce Director representatives

Regional Pathology Programme Manager (RJC PMO)

Quorum: A meeting will be deemed quorate when at least two representatives from each organisation, including either the Chair or Co-Chair (or nominated deputy), are present.

Attendance: Members are expected to attend all meetings or nominate appropriate deputies. Consistent attendance is essential to maintain continuity and informed decision-making.

5. Secretariat

Secretariat support will be provided by the RJC Regional Programme Manager until the ODN is formally established. Action notes and key decisions will be recorded and circulated to members following each meeting.

6. Governance and Reporting

The Regional Cellular Pathology ODN Steering Group operates under the oversight of the Regional Joint Committee. It will provide regular progress updates, key decisions, and risks for escalation where necessary.

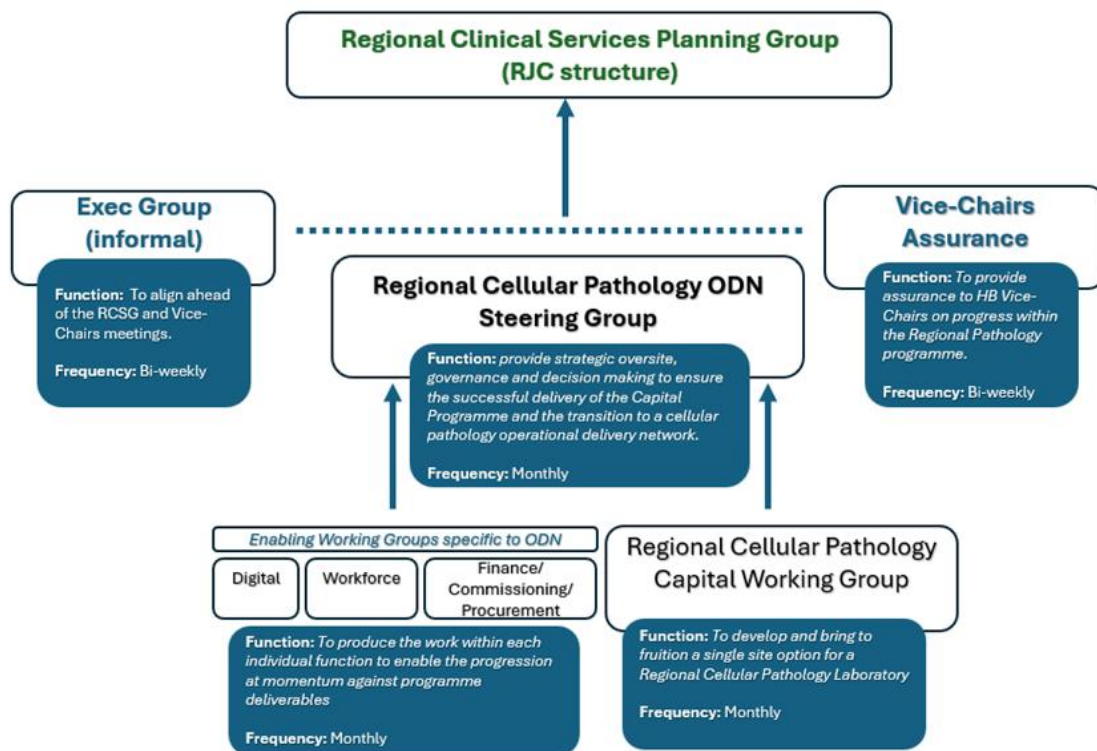
The Steering Group is supported by the following workstreams:

Vice Chair Assurance Group – comprising both Health Board Vice Chairs, Executive Leads and the RJC Programme Manager.

Digital Subgroup – overseeing LIMS 2.0 and Digital Cellular Pathology implementation and operational digital issues relating to joint/regional working (Led by Gareth Westlake, SBU Digital, and Vice Chair Gavin Jones, HDU Digital).

Workforce Subgroup – developing and implementing the regional ODN structure option or alternative delivery models (Lead TBC).

Finance and Commissioning Group – considering contracting, commissioning, budget setting, and financial management and reporting (Lead TBC).



Recommendations made by the Steering Group will be subject to endorsement and ratification by the Regional Joint Committee and, where applicable, approval by Welsh Government.

7. Review

These Terms of Reference will be reviewed annually or earlier if significant changes occur in scope, membership, or governance arrangements.

8. Confidentiality

Members must treat all discussions, documentation, and materials shared within the Steering Group as confidential unless explicitly approved for wider circulation.

Information will be handled in accordance with GDPR, Caldicott Principles, and NHS confidentiality policies.

9. Approval

These Terms of Reference were approved by the Regional Cellular Pathology ODN Steering Group 25th of November 2025 and are effective from that date.

RJC Terms of Reference

**REGIONAL JOINT COMMITTEE OF
SWANSEA BAY AND HYWEL DDA UNIVERSITY HEALTH BOARDS**

Version	Issued To	Date	Comments
V1.0	Inaugural meeting of the Regional Joint Committee of Swansea Bay and Hywel Dda University Health Boards	15/01/2025	For comment
	The Boards of Swansea Bay and Hywel Dda University Health Boards	30/01/2025	Approved
V.2	The Boards of Swansea Bay and Hywel Dda University Health Boards	29/05/2025	For approval
V.3	Regional Joint Committee of Swansea Bay and Hywel Dda University Health Boards	18/08/2025	For comment

REGIONAL JOINT COMMITTEE OF SWANSEA BAY AND HYWEL DDA UNIVERSITY HEALTH BOARDS

1. Constitution

- 1.1 The Regional Joint Committee (RJC) has been established as a Joint Committee of Swansea Bay and Hywel Dda University Health Boards and constituted from 15 January 2025.

2. Purpose

- 2.1 The RJC has been established to:
- 2.1.1 Provide joint leadership for the regional planning, commissioning, and delivery of services for Swansea Bay University Health Board and Hywel Dda University Health Board taking into account the service challenges, financial challenges and population health needs of both organisations and the work previously undertaken through ARCH.
 - 2.1.2 Establish a regional approach to the development of clinical services planning, aligned to regional population health needs assessments, to develop and deliver sustainable services in terms of achieving quality and outcome measures, workforce and financial sustainability.
 - 2.1.3 Prioritise the in-year 2024/2025 efficiencies and identifying priorities for the 2025-2028 IMTPs for both organisations, where a regional approach will deliver benefit in the short term.
 - 2.1.4 Explore how the benefits of a regional health economy are harnessed to best serve a population of over 800,000.
 - 2.1.4.1 In the short-term focus on intensifying baseline work, supporting the in-year financial position of both Boards, impacting also on cost effectiveness, and waiting list management.
 - 2.1.4.2 In the medium term expand on the short-term gains in the 2025-28 IMTP process, developing the West Wales Regional Health Economy concept, using a 'discovery'

approach through use of a broader data set and benchmarking against other UK/International models and becoming a designated WHO Sub regional health network.

- 2.1.4.3 Within the next three years have an integrated approach to services across the Regional Health Economy, with an embedded population health and needs assessment that centres on health improvement and health inequities reduction. Both Boards, organisations, populations, and partners would be signed up to a Regional Health Economy long term strategy.

3. Objectives

The following objectives are within the scope of the RJC:

3.1 Regional Health Economy

- 3.1.1 Develop a plan aligned to Health Board plans to ensure the benefits of a regional health economy for a population of over 800,000 are realised.
- 3.1.2 Bring together in one place all the projects, which will deliver significant in-year progress and pace in delivery in the health and care system for the region.
- 3.1.3 Drive forward a range of projects that have been identified by partner organisations as priorities for joint working at pace to deliver Ministerial Priorities as part of a suite of integrated programmes that deliver against the strategic aims and objectives agreed by the RJC and ratified by both sovereign Boards.
- 3.1.4 Maximise the use of digital technology and data to transform the delivery services and improve patient experience.
- 3.1.5 Consider and prioritise the regional projects included within the RJC programme of work, approving Business Cases, pre-Sovereign Bodies ratification, and identifying and agreeing any further projects to be included in the RJC programme.
- 3.1.6 Manage high-level interdependencies and risks associated with all the RJC projects and consider in the context of the wider more strategic regional population health plan ensuring consistency, compatibility, and co-ordination between programmes of work.
- 3.1.7 Seek assurance projects deliver against their outcomes and timescales, and deliver against the quality measures and programme benefits, as identified in their PIDs and or Business Cases.
- 3.1.8 Seek assurance that the all the RJC projects are aligned with respective University Health Board strategic priorities, clinical

service plans, the strategic direction of Welsh Government and other partners (University Health Boards, Mid and West Wales health and social care committee), remaining cognisant of, and responding to the changing requirements within the wider environment of the Health Service in Wales.

3.1.9 Provide a vehicle to progress work programmes within the remit of the RJC without unnecessary recourse elsewhere to ensure pace.

3.1.10 Seek assurance integrated impact assessments are undertaken of all planned service change and embedded in the ways of working.

3.1.11 Implement and evaluate the agreed governance framework.

3.2 Clinical Services

3.2.1 Review baseline activity, based on both clinical services plans, focusing on cost efficiencies, quality, and service fragility. Commencing with regional optimisation in terms of orthopaedics, ophthalmology, stroke services, urology, and upper GI services.

3.3 Corporate Functions

3.3.1 Review baseline activity, based on both corporate services plans enabling collaboration and achieve improved service efficiencies and value.

3.4 Regional Capital Programme

3.4.1 Develop and oversee a joint approach to prioritisation of capital programmes which underpin the regional health economy approach.

3.5 Research, Innovation and Excellence

3.5.1 Drive research, innovation, excellence, and training opportunities across the regional health economy through working with all Universities within the region and consider partnership with other Universities, outside of the region, where there is benefit to our population. Develop a joint research development and innovation strategic plan and bring together joint capability and capacity to deliver the plan.

3.5.2 Oversee the required preparatory work enabling the regional health economy to become a designated WHO sub regional health network so that the RJC can benefit from the shared learning opportunities afforded by participation in the network

4. Engagement

4.1 The RJC will take a 'people first' approach – putting patients, our communities and our Health Boards' colleagues at the centre of our work.

- 4.2 The RJC will, in respect of the joint projects, initiatives or developments, consider the patient, public and stakeholder engagement requirements, and provide assurance and advice to the respective Health Boards on engagement and communication activities.
- 4.3 Promote patient and public engagement in the review and redesign of NHS services ensuring that the RJC can evidence where patient experience has influenced change.
- 4.4 The RJC will ensure team colleagues are fully engaged, and our clinical service redesign work is clinically led, with a multi-disciplinary approach, based on co-production and organisational development principles.
- 4.5 Promote understanding of the aims, objectives, and deliverables of the RJC programme.
- 4.6 Ensure continued engagement with Llais in both partner organisations.
- 4.7 Develop a communications plan ensuring stakeholder updates are provided after each RJC meeting.

5. Governance

- 5.1 The RJC will operate in accordance with the design principles (agreed set of rules defining purpose through intention and behaviour) which have been agreed by both Boards in November 2024. The benefits of using design principles are as follows:
 - They will embed our values in our behaviours and actions;
 - They will provide a compass point when conflict or disagreement occurs;
 - They will ensure we are consistent in what we say and do; and
 - They are universally understood and accepted.

The design principles agreed by both Boards are:

Mindset	Trusting each other to do the right thing and to act with courage and conviction.
Process	Driven by data and evidence and embracing opportunities to re-imagine, redesign and innovate Sustainability of the architecture
Outcome	Building sustainable and future proofed services that have the greatest impact and are in the best interests of all communities and patients

- 5.2 Ensure an effective governance framework is in place to govern the work of the RJC, which facilitates and enables the ambitions and design principles set out by the RJC.
- 5.3 Pro-actively manage the appropriate risks identified within the RJC programme, being accountable to the respective University Health Boards.
- 5.4 Develop a work programme that underpins the work of the RJC.

6. Membership

6.1 To ensure the RJC undertakes its role effectively, its members are asked to:

6.1.1 Attend quarterly meetings.

6.1.2 Adopt an open and constructively challenging approach within meetings.

6.1.3 Promptly follow up on actions and commitments; and

6.1.4 Participate in electronic and virtual channels established to allow a continuous flow of information between committee members.

6.2 Membership of the RJC shall comprise:

Member	Organisation
Chair (RJC Joint Chair)	Swansea Bay University Health Board
Chair (RJC Joint Chair)	Hywel Dda University Health Board
Independent Member (Finance)	Swansea Bay University Health Board
Independent Member (Quality)	Hywel Dda University Health Board
Independent Member (Governance)	Swansea Bay University Health Board
Independent Member (Planning/Digital)	Hywel Dda University Health Board
Independent Member (Digital)	Swansea Bay University Health Board
Independent Member (Community)	Hywel Dda University Health Board
In Attendance	
Vice Chair	Swansea Bay University Health Board
Vice Chair	Hywel Dda University Health Board
Chief Executive Officer	Swansea Bay University Health Board
Chief Executive Officer	Hywel Dda University Health Board
Chief Operating Officer	Swansea Bay University Health Board
Chief Operating Officer	Hywel Dda University Health Board
Executive Director of Strategy and Planning	Swansea Bay University Health Board
Executive Director of Strategy and Planning	Hywel Dda University Health Board
Executive Director of Finance	Swansea Bay University Health Board
Executive Director of Finance	Hywel Dda University Health Board
Executive Director of Workforce and OD	Swansea Bay University Health Board
Executive Director of Workforce and OD	Hywel Dda University Health Board
Executive Medical Director	Swansea Bay University Health Board
Executive Medical Director	Hywel Dda University Health Board
Governance Advice	
Director of Corporate Governance	Swansea Bay University Health Board or Hywel Dda University Health Board
Associate Member	
Chair	Powys THB
Observer Members	
Director of Operations	Welsh Government's Health, Social Care, and Early Years Executive Directors Team
Director of Planning	Welsh Government's Health, Social Care, and Early Years Executive Directors Team

Invitation to attend to discuss work programme areas requiring wider collaboration (as and when required)

As and when required

- 6.3 The RJC will be jointly chaired by the Chairs from Swansea Bay and Hywel Dda University Health Boards.
- 6.4 Membership of the RJC will be reviewed on an annual basis.
- 6.5 The RJC will be supported by a dedicated Programme Manager who will be a joint appointment across the two organisations.

7. Quorum and Attendance

- 7.1 A quorum shall consist of a Chair or Independent Member from both partner organisations plus a third of the in-attendance membership.
- 7.2 The membership of the RJC shall be determined by each partner organisation, considering the balance of skills and expertise necessary to deliver the Joint Committee's remit, and subject to any specific requirements or directions made by Welsh Government.
- 7.3 Any senior officer of the UHBs or partner organisation may, where appropriate, be invited to attend, for either all or part of a meeting to assist with discussions on a particular matter.
- 7.4 The RJC may also co-opt additional independent external "experts" from outside the organisation to contribute to specialised areas of discussion.
- 7.5 Should any member be unavailable to attend, they may nominate a deputy to attend in their place, subject to the agreement of both Co-Chairs.
- 7.6 The RJC may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

8. Agenda and Papers

- 8.1 The Committee Secretary is to hold an agenda setting meeting with the Chair at least six weeks before the meeting date.
- 8.2 The agenda will be based around the RJC's work plan, identified risks, matters arising from previous meetings, issues emerging throughout the year, and requests from members.
- 8.3 All papers must be approved by the Lead/ relevant Director.
- 8.4 The agenda and papers for meetings will be distributed **seven** days in advance of the meeting.

- 8.5 A draft Table of Actions will be issued within two days of the meeting. The minutes and action log will be circulated to members within seven days to check the accuracy, prior to sending to Members (including the RJC Chair) to review within the next seven days.
- 8.6 Members must forward amendments to the Committee Secretary within the next seven days. The Committee Secretary will then forward the final version to the RJC Chair for approval.

9. In Committee

- 9.1 The RJC can operate with an In Committee function to receive updates on the management of sensitive and/or confidential information.

10. Frequency of Meetings

- 10.1 The RJC will meet quarterly and shall agree an annual schedule of meetings. Any additional meetings will be arranged as determined by the Chair of the RJC.
- 10.2 The Chair of the RJC, in discussion with the Committee Secretary, shall determine the time and the place of meetings of the RJC and procedures of such meetings.

11. Accountability, Responsibility and Authority

- 11.1 Although, as set out within these terms of reference, each University Health Board has delegated authority to the RJC for the exercise of certain functions, it retains overall responsibility and accountability for ensuring the quality and safety of healthcare for its citizens, through the effective governance of the organisation. It is expected that following a statement on 19 March 2024 by the then Cabinet Secretary, a Ministerial Direction will be issued, once received this may require further changes to the governance arrangements.
- 11.2 The RJC is directly accountable to the respective University Health Board's for its performance in exercising the functions set out in these terms of reference.
- 11.3 The requirements for the conduct of business as set out in each University Health Board's Standing Orders are equally applicable to the operation of the RJC.
- 11.4 The RJC will operate in accordance with the principles approved by both sovereign bodies.

12. Reporting

- 12.1 The RJC may establish sub-committees, groups or task and finish groups to carry out on its behalf specific aspects of RJC business. The RJC will receive

an update following each group's meetings detailing the business undertaken on its behalf.

12.2 The RJC will report through the RJC updates to respective Boards, and for HDdUHB align to the work programme of Committee responsible for planning.

12.3 Regular joint updates will be provided to respective Llais organisations which will be based upon the committee's work programme and meetings.

12.4 The Directors of Corporate Governance, on behalf of the RJC, shall oversee a process of regular and rigorous self-assessment and evaluation of the RJC's performance and operation, including that of any sub-committees established.

13. Secretarial Support

13.1 The Committee Secretary shall be jointly determined by Swansea Bay and Hywel Dda University Health Boards.

14. Review Date

14.1 These terms of reference and operating arrangements shall be reviewed on at least an annual basis by the RJC for approval by the respective University Health Boards.

Regional Clinical Services Subgroup Terms of Reference

REGIONAL CLINICAL SERVICES GROUP

TERMS OF REFERENCE

Version	Issued To	Date	Comments
V1.0		29/05/2025	
V.1			

REGIONAL CLINICAL SERVICES GROUP

1. Constitution

- 1.2 The Regional Clinical Services Group (RCSG) has been established as a Sub-Group of the Regional Joint Committee between Swansea Bay and Hywel Dda University Health Boards and constituted on 20th May 2025.

2. Purpose

- 2.1 The RCSG has been established to:
- Provide Executive leadership for the NHS Regional Clinical Services Group's portfolio from across the NHS partner organisations to provide short to medium term operational planning as well as long term transformational collaboration that aims to improve the health, wealth and wellbeing of the South-West Wales region.
 - Provide joint leadership for the regional planning, commissioning, and delivery of services for Swansea Bay University Health Board and Hywel Dda University Health Board considering the service challenges, financial challenges and population health needs of both organisations and the work previously undertaken through ARCH.
 - Establish a regional approach to the development of clinical services planning, aligned to regional population health needs assessments, to develop and deliver sustainable services in terms of achieving quality and outcome measures, workforce and financial sustainability.
 - Prioritise the in-year 2024/2025 efficiencies and identifying priorities for the 2025-2028 IMTPs for both organisations, where a regional approach will deliver benefit in the short term.

3. Objectives

The following objectives are within the scope of the RCSG:

3.3 **Clinical Services**

Review baseline activity, based on both clinical services plans, focusing on cost efficiencies, quality, and service fragility.

3.4 **Regional Capital Programme**

Develop and oversee a joint approach to prioritisation of capital programmes which underpin regional clinical services.

Provide a forum for discussing and agreeing a regional capital planning programme for presentation to the Regional Joint Committee

4. Engagement

- 4.8 The RCSG will take a 'people first' approach – putting patients, our communities and our Health Boards' colleagues at the centre of our work.
- 4.9 The RCSG will, in respect of the joint projects, initiatives or developments, consider the patient, public and stakeholder engagement requirements, and provide assurance and advice to the respective Health Boards on engagement and communication activities.
- 4.10 Promote patient and public engagement in the review and redesign of NHS services ensuring that the RCSG can evidence where patient experience has influenced change.
- 4.11 The RCSG will ensure team colleagues are fully engaged, and our clinical service redesign work is clinically led, with a multi-disciplinary approach, based on co-production and organisational development principles.
- 4.12 Promote understanding of the aims, objectives, and deliverables of the RCSG programme.
- 4.13 Ensure continued engagement with Llais in both partner organisations.
- 4.14 Develop a communications plan ensuring stakeholder updates are provided after each RCSG meeting.

5. Governance

- 5.1 The RCSG will operate in accordance with the Regional Joint Committee design principles (agreed set of rules defining purpose through intention and behaviour) which have been agreed by both Boards in November 2024. The benefits of using design principles are as follows:
 - They will embed our values in our behaviours and actions.
 - They will provide a compass point when conflict or disagreement occurs;
 - They will ensure we are consistent in what we say and do; and
 - They are universally understood and accepted.

The design principles agreed by both Boards are:

Mindset	Trusting each other to do the right thing and to act with courage and conviction.
Process	Driven by data and evidence and embracing opportunities to re-imagine, redesign and innovate Sustainability of the architecture
Outcome	Building sustainable and future proofed services that have the greatest impact and are in the best interests of all communities and patients

- 5.2 Ensure an effective governance framework is in place to govern the work of the RCSG, which facilitates and enables the ambitions and design principles set out by the RCSG.

- 5.2 Pro-actively manage the appropriate risks identified within the RCSG programme, being accountable to the respective University Health Boards.
- 5.3 Develop a work programme that underpins the work of the RCSG.

6. Membership

- 6.6 To ensure the RCSG undertakes its role effectively, its members will:
- Attend meetings.
 - Adopt an open and constructively challenging approach within meetings.
 - Promptly follow up on actions and commitments; and
 - Participate in electronic and virtual channels established to allow a continuous flow of information between committee members.
- 6.7 Membership of the RCSG shall comprise:

Member	Organisation
Executive Director of Planning and Partnerships (RCSG Chair)	Swansea Bay University Health Board
Executive Director of Strategy and Planning	Hywel Dda University Health Board
Chief Operating Officer (RCSG Joint Chair)	Swansea Bay University Health Board
Chief Operating Officer	Hywel Dda University Health Board
In Attendance	
Deputy Director Planning and Partnerships	Swansea Bay University Health Board
Director of Delivery, Planning, Performance and Commissioning	Hywel Dda University Health Board
Deputy Chief Operating Officer	Swansea Bay University Health Board
Director of Operational Planning & Performance	Hywel Dda University Health Board
Clinical Services Programmes Chairs	NHS Regional Clinical Services
Project Clinical Leads	NHS Regional Clinical Services
Project Service Group/Specialty Managers	NHS Regional Clinical Services
Assistant Director Strategy, Capital Planning	Swansea Bay University Health Board
Head of Capital Planning	Hywel Dda University Health Board
Head of Strategy & Service Planning	Regional Programme Team
Senior Project Manager/Business Manager	Regional Programme Team
Senior Project Support Officer	Regional Programme Team
Invitation to attend to discuss work programme areas requiring wider collaboration (as and when required)	
As and when required	

- 6.8 The RCSG will be jointly chaired by the Executive Director of Planning and Partnerships and Chief Operating Officer from Swansea Bay University Health Board.
- 6.9 Membership of the RCSG will be reviewed on an annual basis.
- 6.10 The RCSG will be supported by the Committee Secretary.

7. Quorum and Attendance

- 7.1 At least 50% of members from Hywel Dda UHB
At least 50% of members from Swansea UHB
- 7.7 All members should inform the Regional Delivery Office Senior Project Manager/Business Manager one week in advance of the meeting if deputies will be attending, unless exceptional short-term circumstances arise.
- 7.8 Should any member be unavailable to attend, they may nominate a deputy to attend in their place, subject to the agreement of both Co-Chairs.
- 7.9 Delegation to deputies is expected to be kept to a minimum and specific approval should be sought from the Co-Chairs for instances where more than two consecutive meetings are expected to involve the nominated.
- 7.10 The RCSG may ask any or all of those who normally attend but who are not members to withdraw to facilitate open and frank discussion of particular matters.

8. Agenda and Papers

- 8.1 The Committee Secretary is to hold an agenda setting meeting with the Co-Chairs at least two weeks before the meeting date.
- 8.2 The agenda will be based around the RCSG's work plan, identified risks, matters arising from previous meetings, issues emerging throughout the year, and requests from members.
- 8.3 All papers must be approved by the Lead/ relevant Director.
- 8.4 The agenda and papers for meetings will be distributed **seven** days in advance of the meeting.
- 8.5 A draft Table of Actions will be issued within seven days of the meeting. The minutes and action log will be circulated to members within seven days to check the accuracy, prior to sending to Members (including the RCSG Co-Chairs) to review within the next seven days.
- 8.6 Members must forward amendments to the Committee Secretary within the next seven days. The Regional Programme Team will then forward the final version to the RCSG Co-Chairs for approval.

9. Frequency of Meetings

- 9.1 The RCSG will meet monthly and shall agree an annual schedule of meetings. Any additional meetings will be arranged as determined by the Co-Chairs of the RCSG.
- 9.2 The Co-Chairs of the RCSG, in discussion with the Committee Secretary, shall determine the time and the place of meetings of the RCSG and procedures of such meetings.

10. Accountability, Responsibility and Authority

- 10.1 The Regional Clinical Services Group will be accountable to the Regional Joint Committee for its performance in exercising the functions set out in these terms of reference.

11. Reporting

- 9.1 The Regional Clinical Services Group may establish programmes, projects or task and finish groups to deliver service change. The RCSG will receive updates from programmes, project or task and finish groups via a monthly highlight report.
- 9.2 The Regional Clinical Services Group, supported by the regional PMO, shall:
 - 9.2.1 Report formally, regularly and on a timely basis to the Regional Joint Committee on the Regional Clinical Services Group's activities.
 - 9.2.2 Bring to the Regional Joint Committee's specific attention any significant matters under consideration by the Regional Clinical Services Group.

12. Secretarial Support

- 12.1 The Committee Secretary shall be jointly determined by Swansea Bay and Hywel Dda University Health Boards.

13. Review Date

- 13.1 These terms of reference and operating arrangements shall be reviewed on at least an annual basis by the RCSG for approval by the Regional Joint Committee.

